

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: **020**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1020-00-80	WISC 2025121	Hudson - Baldwin, St Croix River B-55-0061, B-55-0126	IH 094	St Croix

ADDENDUM REQUIRED ATTACHED AT BACK

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: April 8, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2025 October 31, 2026	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	This contract is exempt from federal oversight.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

(Print or Type Name, Notary Public, State Wisconsin)

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: For Department Use Only	
Removals, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Rehabilitation, Curb and Gutter, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Retaining Wall, Restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at:

<https://wisconsin.gov/Pages/doing-business/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc.
5700 SW 34th Street, Suite 1235
Gainesville, FL 32608-5371
email: <mailto:customer.support@bidx.com>

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

<https://wisconsin.gov/Pages/doing-business/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids**B.1 On the Internet**

- (1) Do the following before submitting the bid:
 4. Have a properly executed annual bid bond on file with the department.
 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

B.2 On a Printout with Accompanying Diskette or CD ROM

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite□□ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite□□ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

(Name of Surety) **(Affix Seal)**

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (From/To)	
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

(Date)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project ID 1020-00-80, Hudson – Baldwin, St Croix River B-55-0061, B-55-0126, IH 94, St. Croix County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20240703)

2. Scope of Work.

The work under this contract shall consist of bridge deck polymer overlays, bridge joints, concrete repairs, pedestrian railing, modular block retaining wall, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Begin 2025 work no later than September 2, 2025.

Interim Completion and Liquidated Damages – IH 94 EB and WB Pre-Stage: 14 Calendar Days

Complete Pre Stage construction operations for shoulder widening and replacement on IH 94 EB and WB. At the beginning of Pre-Stage (during 2025 construction season), perform nightly closure of STH 35 SB on-ramp to IH 94 WB to through traffic and provide detour route for a maximum of 14 consecutive calendar days. Do not reopen until completing the following work: Pre-Stage shoulder widening and shoulder pavement replacement.

If the contractor fails to complete all Pre-Stage shoulder widening and shoulder pavement replacement work within 14 consecutive calendar days, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

Winter Shutdown

Winter shutdown will commence with the completion of Pre-Stage work in the Fall of 2025. Do not resume work until April 1, 2025 unless approved by the engineer, with the exception to install migratory bird deterrent on the structures. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2026. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Bridge Inspection Coordination

The department will be doing a bridge maintenance inspection on the IH 94 EB and IH 94 WB structures the beginning of April 2026. It is anticipated to be completed by April 10, 2026. If project work starts prior to April 10, 2026 coordinate work operations with the project engineer to assure the bridge inspection can be completed.

Fish Spawning

There shall be no instream disturbance of St. Croix River from Station 628+00 – 649+50 as a result of construction activity under or for this contract, from March 15th to May 15th both dates inclusive, in order to avoid adverse impacts upon the spawning and migration of fish and other aquatic organisms.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Migratory Birds

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, due to the nature of the waterway and structures, temporary bird netting will be required that at the joint replacement and painting areas.

If nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31. Install bird deterrent between September 1, 2025 and April 14, 2026.

- B-55-0061
- B-55-0126

Protection of Endangered Bats (Tree Clearing)

Northern long-eared bats (*Myotis septentrionalis*, or NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work, and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season April 1 to October 31, both dates inclusive.

Contractor means and methods to remove trees will not be allowed. If it is determined that trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

4. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur

a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- Night time- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments
- System Ramp- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Service Ramp- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Off Peak- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments
- On Peak- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-070 (20161130)

5. Traffic.

General

- Conduct work operations in a manner that causes the least disruption to traffic movements on IH 94 and interchange ramps. Do not directly cross, unload materials from, stop in or otherwise interfere with traffic in any lane or ramp that is open to traffic with construction equipment or vehicles.
- Do not park or store any equipment, vehicles, or construction materials within the clear zone of roadways.
- No vehicle or piece of equipment will be permitted to directly cross live traffic lanes.
- Equip all vehicles and machines used to transport materials or supplies to the work site which are operated on the traveled roadway, with hazard identification beam (flashing yellow signal) 8 inch minimum diameter. The beam shall be visible from 360 degrees and shall be in operation when the vehicle is within the roadway or shoulder area.

- Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic according to the plans, these special provisions, and as directed by the engineer.
- Do not use existing median crossovers for storage of equipment or materials.
- Do not use any maintenance crossovers or any other median crossovers unless a median lane closure is in place for entry and exit. Violators will be restricted from working on the project for the remainder of the contract time and any material they are hauling will not be paid.
- Interstate access control shall remain intact during construction.
- Construction vehicles shall move with traffic and shall be able to accelerate with traffic prior to merging with it.
- Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard, in place along the traveled roadways without the approval of the engineer.
- Reinstall or replace any signs damaged during construction operations at contractor expense.
- Completely cover all conflicting signs.
- Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed during previous construction stages.
- Do not perform work in the median concurrently with work in the outside lane or outside shoulder with traffic running between work areas.
- The traffic control contractor must review the project once every day as per the standard spec 643.3.1(5).
- Provide the engineer with an access and hauling plan prior to the preconstruction conference or each stage. Include the proposed locations of points of entry and traffic control to be used. Obtain approval from the engineer for all arrangements for handling traffic during construction.
- Construction traffic shall not travel counter-directional to adjacent IH 94 through traffic.
- Contact the State Patrol two weeks prior to the first lane closure. Contact Northwest Region State Highway Patrol, Sgt. Rob Unruh at (715) 739-3800.

Shoulder and Lane Closures

IH 94 Eastbound and Westbound:

Single Lane Closure: Allowed during pre-stage (2025 construction) night closure.

Shoulder Closure: Allowed during pre-stage (2025 construction) night closure.

The above closures are to take place at non-peak hours. See table below for peak hours.

I-94 Freeway Peak Hours (6 - lanes) St. Croix River to Carmichael Road (Exit 2)		
	Eastbound	Westbound
Sunday	3L: 11am - 3pm 2L: 8am - 9pm	3L: - 2L: 8am - 10pm
Monday	3L: 2pm - 7pm 2L: 6am - 9pm	3L: - 2L: 5am - 10pm
Tuesday	3L: 2pm - 7pm 2L: 6am - 9pm	3L: - 2L: 5am - 10pm
Wednesday	3L: 2pm - 7pm 2L: 6am - 9pm	3L: - 2L: 5am - 10pm
Thursday	3L: 2pm - 7pm 2L: 6am - 9pm	3L: - 2L: 5am - 10pm
Friday	3L: 10am - 7pm 2L: 6am - 9pm	3L: - 2L: 5am - 10pm
Saturday	3L: 11am - 3pm 2L: 7am - 9pm	3L: - 2L: 8am - 10pm

2022 Data

- 3L means 3 travel lanes open
- 2L means 2 travel lanes open
- Auxiliary lanes do not count as a travel lane.

Any closures outside of the allowable lane closure times will incur a Lane Rental Fee Assessment.

Ramp Closures

EB and WB IH 94 off-ramp to STH 35:

Pre-Stage (2025 construction): IH 94 EB off-ramp to STH 35 NB – Daily night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM. IH 94 WB off-ramp to STH 35 NB – Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

EB and WB IH 94 off-ramp to MN 95:

Pre-Stage (2025 construction): Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

SB STH 35 on-ramp to WB IH 94:

Pre-Stage (2025 construction): STH 35 SB on-ramp to IH 94 WB – Daily night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM. STH 35 SB on-ramp to IH-94 EB – Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

SB STH 35 on-ramp to EB IH 94:

Pre-Stage (2025 construction): Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

Detours

During Pre-Stage (2025 construction) traffic using the STH 35 SB on-ramp to IH 94 WB ramp will be detoured east along IH 94 EB, through the Carmicheal Road interchange, and then back west along IH 94 WB.

During Pre-Stage (2025 construction) traffic using the STH 35 NB exit ramp from IH 94 EB will be detoured east along IH 94 EB, through the Carmichael Road interchange, and then back west along IH 94 WB to the STH 35 NB off-ramp.

Stages 1, 2, 3, and 4 will not include any detour routes. Install the required traffic control and detour signs as shown on the plans prior to the closure. Remove the traffic control devices once the work has been completed. Do not reveal advance warning signs and detour signs until the detour is in effect.

Pedestrian Traffic

Place temporary pedestrian and bicycle closure barricades on Sidewalk/Trail as described in the plans. Install signage as described in the plans on both the WI and MN side of the sidewalk/trail.

Traffic Staging

Maintain traffic as shown on the plans and briefly described below. Installation of traffic control items for each stage and incidental work shall be completed between 11 PM and 5 AM. The contractor will be charged a lane rental fee if the subsequent stage is not installed and functioning by the 5 AM deadline.

Pre-Stage (2025 Construction):

- IH 94 WB: Overnight lane and shoulder closures. Only one IH 94 WB lane may be closed during the closure period.
- IH 94 EB: Overnight lane and shoulder closures. Only one IH 94 EB lane may be closed during the closure period.
 - Anticipated Work: Remove and replace the existing HMA pavement areas shown in the plan.

Stage 1:

- IH 94 WB traffic will be reduced from three lanes to two. The IH 94 WB traffic will begin splitting east of the 11th St overpass.
- The outside IH 94 WB lane will remain on the WB side of the median, maintaining one lane of traffic across the bridge, and merging back together with the inside WB lane near the MN 95

underpass. The outside IH 94 WB lane will allow for through traffic, along with access to the ramps at STH 35 and MN 95.

- The inside IH 94 WB lane will crossover the existing median west of the 11th St overpass, continue westward on the EB side of the median across the bridge, cross back over the median, and merge back together with the outside WB lane near the MN 95 underpass. The inside IH 94 WB lane will not have access to the ramps at STH 35 or MN 95.
- Three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. The IH 94 EB lanes will be shifted to accommodate the opposing single IH 94 WB lane. Ramp access to MN 95 and STH 35 will be maintained.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, and begin work on modular block retaining wall.

Stage 2:

- IH 94 WB traffic will be reduced from three lanes to two. The IH 94 WB traffic will begin splitting east of the 11th St overpass.
- The outside IH 94 WB lane will remain on the WB side of the median, maintaining one lane of traffic across the bridge, and merging back together with the inside WB lane near the MN 95 underpass. The outside IH 94 WB lane will allow for through traffic, along with access to the ramps at STH 35 and MN 95.
- The inside IH 94 WB lane will crossover the existing median west of the 11th St overpass, continue westward on the EB side of the median across the bridge, cross back over the median, and merge back together with the outside WB lane near the MN 95 underpass. The inside IH 94 WB lane will not have access to the ramps at STH 35 or MN 95.
- Three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. The IH 94 EB lanes will be shifted to accommodate the single opposing IH 94 WB lane. Ramp access to MN 95 and STH 35 will be maintained.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, beam guard replacement, minor grading, restoration, remove and replace existing HMA shoulders, and continued work on modular block retaining wall.

Stage 3:

- IH 94 WB traffic will be reduced from three lanes to two.
- IH 94 WB lanes will allow for through traffic, along with access to the ramps at STH 35 and MN 95. The IH 94 WB lanes will be shifted to accommodate for the two opposing IH 94 EB lanes.
- The three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. IH 94 EB traffic will begin splitting just east of the MN 95 underpass. The inside and middle IH 94 EB lanes will crossover the median, continue eastward on the WB side of the roadway across the bridge, cross back over the median west of the 11th St. overpass and merge back together with the outside EB lane on the Wisconsin side of the project. The IH 94 EB inside and middle lanes will not have access to the ramps at MN 95 and STH 35. The IH 94 EB outside lane will remain on the EB side of the median allowing for through traffic, along with access to the ramps at STH 35 and MN 95.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, remove and replace pedestrian railing, beam guard, minor grading, restoration, and continued work on modular block retaining wall.

Stage 4:

- IH 94 WB traffic will be reduced from three lanes to two.

- IH 94 WB lanes will allow for through traffic, along with access to the ramps at STH 35 and MN 95. The IH 94 WB lanes will be shifted to accommodate for the two opposing IH 94 EB lanes.
- The three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. IH 94 EB traffic will begin splitting just east of the MN 95 underpass. The inside and middle IH 94 EB lanes will crossover the median, continue eastward on the WB side of the roadway across the bridge, cross back over the median west of the 11th St. overpass and merge back together with the outside EB lane on the Wisconsin side of the project. The IH 94 EB inside and middle lanes will not have access to the ramps at MN 95 and STH 35. The IH 94 EB outside lane will remain on the EB side of the median allowing for through traffic, along with access to the ramps at STH 35 and MN 95.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, and finish work on modular block retaining wall.

Wisconsin Lane Closure System Advance Notification

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

Temporary Regulatory Speed Limit Reduction

Establish a statutory 60 mph speed limit zone for Interstate 94 during the construction project

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two lane two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs and reestablish 70 mph.

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94, STH 35, or MN 95 traffic, and entirely clear the traveled way and shoulders of such

portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026 for Independence Day;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026 for Labor Day;

7. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process, or from the project engineer after the contract has been awarded and executed.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-065 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

AT&T Legacy (Communication Line)

AT&T Legacy has an existing underground communication line generally parallel to IH 94 from Station 620+00 WB to 692+00 WB.

No conflicts are anticipated.

Comcast (Communication Line)

Comcast has an existing underground communication line generally parallel to IH 94 from Station 626+50 WB to 658+00 WB.

Comcast will be replacing a segment of underground communication lines from Station 649+60 WB to 652+85 WB LT. The new segment of underground communication lines will be buried along the west and north edge of the existing trail, near the fence.

Comcast will relocate their facilities during construction. The work is anticipated to take 14 working days.

Level 3 Com LLC (Communication Line)

Level 3 Com LLC has an existing underground communication line generally parallel to IH 94 from Station 620+00 WB to 692+00 WB.

No conflicts are anticipated.

Xcel Energy (Electricity)

Xcel Energy has an existing underground electrical line generally parallel to IH 94 from Station 650+50 WB to Station 659+00 WB.

No conflicts are anticipated.

8. Other Contracts.

Project 1020-00-81

Work will be done on 11th Street and Carmichael Road structures over IH 94 in the 2025 construction season. These structures will have preventative sealing performed on the concrete columns. Contact

Cameron Shiffer, Corre Engineering for project information, by phone at 715.495-2196; or by email at cshiffer@correinc.com.

9. Work by Others.

Wisconsin DOT has communication and traffic counting equipment near the east end of the WB IH94 Structure and in-between the EB and WB structures on the east end.

WI DOT (Communication Tower)

WI DOT has existing traffic counting sensors and cabinet located at Station 650+00 WB.

WI DOT will be installing a new traffic counter at Station 651+00 WB LT. The existing traffic counter sensors and cabinet will be discontinued.

WI DOT will begin work on April 1, 2025. This work is anticipated to be completed during construction. The work is anticipated to take 1 working day. Contact Russell Lewis at WisDOT with any questions. Russell.lewis@dot.wi.gov; 608-516-5754

WI DOT RWIS Prgm (Communication Tower)

WI DOT RWIS Prgm has four existing sensors embedded within the roadway; 2 in the westbound and eastbound pavement near Station 650+10; 2 in the westbound and eastbound bridge deck near Station 649+00 WB.

WI DOT RWIS Prgm has an existing tower at Station 625+50 WB LT. The existing sensors and subsurface probes will be replaced. The sensors can be milled.

WI DOT RWIS Prgm is requiring the contractor to contact them 30 calendar days prior to the start of work and completion of paving. WI DOT RWIS Prgm will replace the existing tower during construction or shortly after project completion. WI DOT RWIS Prgm will begin work 30 calendar days after contractor notification. The work is anticipated to take 1 working day. Contact Michael Adams at Michael.adams@dot.wi.gov; 608-266-5004.

10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

<https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf>

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

11. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Zach VanOstrand at 612-427-2838. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

12. Erosion Control.

Add the following to standard spec 107.20

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial disruption through the subsequent grading and re-topsoiling to minimize the period of exposure to possible erosion.

Re-topsoil disturbed areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch all disturbed areas for beam guard and retaining wall within ten calendar days after placement.

13. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

14. Construction Over or Adjacent to Navigable Waters.

The St. Croix River is classified as a federal navigable waterway under standard spec 107.19.
stp-107-060 (20171130)

15. Navigational Waterway Markers.

This reach of Lake St. Croix and the St. Croix River is regularly used by recreational watercraft. Place navigational aids such as waterway markers throughout the construction zone to promote safe passage. Prior to the placement of waterway markers, a *Waterway Marker Application and Permit* will need to be obtained. For reference, there are two types of waterway markers, informational or controlling/restrictive. During the application process you will be notified if you need informational or controlling/restrictive markers.

The general steps for submission of a *Waterway Marker Application and Permit* are as follows:

1. Please fill out the Waterway Marker Application and Permit form:
<http://dnr.wi.gov/files/PDF/forms/8700/8700-058.pdf> Please identify The Wisconsin Department of Transportation as the applicant
2. Include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distance (in feet) from each marker location and from one permanent fixture as a benchmark.
3. Forward the signed application/permit to the Boating Program Specialist and WDNR Liaison:

Penny Kanable
Wisconsin Dept. of Natural Resources
Boating Program Specialist
101 S Webster Street – LE/8
Madison, WI 53703

Amy Lesik
Wisconsin Dept. of Natural Resources
DNR Liaison
1300 West Clairemont Avenue
Eau Claire, WI 54701

4. If controlling/restrictive navigational markers are required, also provide the completed application/permit to the local municipality having jurisdictional authority over the area in which the waterway markers will be placed. Consult with the local municipality regarding their ordinance adoption process.

The Boating Program Specialist will communicate with the local Warden and Recreational Safety Warden in processing and finalizing the permit. If the permit application is incomplete, or additional information is needed, the Boating Program Specialist will work with DNR's Regional WisDOT Liaison to resolve.

If permanent waterway markers are proposed to be modified, added, or temporarily relocated, include this information in the permit application.

16. Erosion Control Structures.

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20191121)

17. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number All-119523, inspected Structures B-55-0061, B-55-0126, and R-55-0021 for asbestos on April 19, 2021. No regulated Asbestos Containing Material (RACM) was found on this

structure. A copy of the inspection report is available from Zach VanOstrand, 612-427-2838, zach.vanostrand@peservicesmn.com
stp-107-127 (20220628)

18. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

B Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- \$10,000 per lane, per direction of travel, per hour broken into 15-minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents, or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-065 (20161130)

19. Environmental Protection.

Due to the characteristics of this section of the Lower St. Croix National Scenic Riverway, any work that is done on the bridge needs to be fully contained and methods for keeping the polymer overlay substance from entering the waterway are required to be documented in the ECIP. Old paint, shot blasting dust, concrete / rebar debris, and overspray must not enter any waterbodies below or near the bridge. Deck drain inlets need to be protected. Best management practices (BMP's) to sufficiently contain materials from entering the waterway including fugitive dust need to be outlined in the ECIP.

20. Shaping Roadway, Item 305.0502.S.

A Description

This special provision describes blading the existing aggregates on the prepared foundation of the asphalt walkway across the pavement removal area and shaping and compacting the aggregate as the plans show and conforming to standard spec 305.

B (Vacant)**C (Vacant)****D Measurement**

The department will measure Shaping Roadway by the station along the centerline of each roadway.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
305.0502.S0310.S	Shaping Roadway	STA

Payment is full compensation for all blading, shaping, and compacting; and for preparing the foundation.

21. Asphalt Surface.

Replace standard spec 465.2 (1) with the following:

Under the Asphaltic Surface bid item submit a mix design. Furnish asphaltic mixture meeting the requirements specified for HMA Pavement Type HMA HT under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8. Use tack coat as required under 450.3.2.7.

22. Expansion Device Modular, Item 502.3111.S.**A Description**

This special provision describes furnishing and installing shop-fabricated waterproof modular expansion devices as the plans show conforming to standard spec 502 as modified in this special provision. Ensure that modular expansion joint devices seal the deck surface, curbs, gutters, and parapet walls as the plans indicate. Leaking or seeping of water through the joint will be cause for rejection of modular expansion devices.

B Materials**B.1 General**

Furnish parts and elements that have material properties meeting the physical and chemical requirements shown in their manufacturer's technical data or as noted below, except as modified by the standard spec, this special provision, or the plans. Furnish certified test results from the manufacturer attesting to physical and chemical properties. Do not use any aluminum components or hardware.

B.2 Approved Fabricators

Furnish components for the Modular Expansion Device System from an approved fabricator selected from the department's approved product list of Fabricated Bridge Components – Expansion Devices.

To be eligible for this project, modular expansion devices from other manufacturers must be pre-approved before the bid closing date. Applications for pre-approval may be submitted at any time. Prepare the application according to the department requirements. If needed, obtain information and assistance with the pre-approval process from the Structures Maintenance Section in the Bureau of Structures, by sending an email to the following address: DOTDLStructuresFabrication@dot.wi.gov

B.3 Steel Plates, Bars, Shapes, and Sheets

Furnish steel plates, bars, shapes, and extrusions that have been fabricated from high strength, low alloy grade 50 or grade 50W steel conforming to ASTM A709, or as shown on the accepted shop drawings. Anchor bars and support bar boxes may be fabricated from ASTM A709 grade 36 steel. Furnish anchor bolts, bolts, nuts, and washers that conform to the requirements of ASTM F3125. Secondary shapes or joint components may be assembled with bolts, nuts, and washer conforming to ASTM A490.

Furnish stainless steel sheets for the sliding surfaces of support bars that conform to the requirements of ASTM A240 alloy 304, 2B finish.

B.4 Elastomeric Seal Elements

Furnish preformed elastomeric seal elements that are polychloroprene (neoprene) of a rectangular or strip cross section having a minimum thickness of 1/4 inch and conform to ASTM D3542 modified to omit the recovery test. The elastomeric seal elements shall meet the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60± 5 pts	ASTM D2240
Compression Set, 70 Hrs @ 212° F, max	35%	D395 Method, B Modified
Ozone Resistance, after 70 hours at 100° F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 & D518, Method A
Mass Change in Oil 3 after 70 hours @ 212° F, Mass Change, max	45%	ASTM D471

Furnish manufacturer's certification for production of polychloroprene represented, showing test results for the cured material supplied and certifying that it meets all specified requirements.

The seal element shall be one piece, and full length of the expansion joint including curb and parapet face projections. The lubricated adhesive for installing the preformed elastomeric elements in place shall be one-part moisture curing polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer.

B.5 Support Bars

Place support bars parallel to the roadway at a maximum support assembly spacing of 4'-0". Furnish support bars that are not less than 1 1/2 inches in width and at least 4 inches in height; each transverse center beam shall have an individual support bar.

Support bars shall incorporate stainless steel sliding surfaces to minimize resistances to joint movements. Stainless steel shall be welded to support bars. Support the support bars above, below, and laterally as required to prevent uplifting, transmit bearing loads, and to maintain positioning of the bar.

Fabricate support bar bearings from polyurethane compound with PTFE self-lubricating surfaces having engineering properties equivalent to Adiprene, Teflon, or cast nylon with MDS. Positively lock the support bar bearings and springs or spacers into the support box by a dowel or pin. The connection must permit subsequent removal and replacement of the bearings and springs. The support bar springs shall be constructed similarly to the bearings but shall provide the required precompressive force to maintain the support bar in place while under traffic loads. Use a suitable equilibrium device that works counter to the compression forces of the sealing elements to maintain equalized expansion properties for each element across the modular joint assembly. Furnish anchor plates for the support bar springs or neoprene blocks that have a minimum thickness of 3/4 inch. The pin (or rod) that passes through these anchor plates and the spring placed between them, shall have a cotter (or hitch) pin at each end to keep these components in their proper position.

B.6 Transverse Center Beams

Transverse center beams shall be at least of 4 1/2 inches in height and have a minimum vertical web thickness of 3/4 inch. Design transverse center beams for an AASHTO HS25 live loading plus 30 percent impact. Make shop splices in the transverse center beam with a full penetration weld. The exterior transverse beams shall have a minimum vertical web thickness of 3/4 inch.

The connections between the transverse center beams and support bars shall be a full penetration weld according to the plan details. Full penetration welds to be tested by ultrasound using the compressive criteria.

B.7 Support Bar Boxes

Furnish support bar boxes that consist of steel plates not less than 1/2 inch in thickness fabricated with continuous welds at all joints. The inside dimensions of the box shall be consistent with all boxes and within +0.040 inches of prescribed height as measured where the bearings and spring compress about the support bar. Fabricate support box plates with a continuous weld. Make anchorage details as the plans show.

B.8 Structural Steel Surfaces

Galvanize after fabrication, according to ASTM A123, all structural steel surfaces of the expansion joint devices and anchorages, except ASTM A-490 bolts, components of stainless steel, and parts coated with polyurethane, Adiprene, nylon, or Teflon.

Galvanize all bolts, nuts and washers conforming to ASTM A153 supplemented by ASTM F2329.

If a retainer clip is used for locking the neoprene strip type seal, continuously weld it on its top side. Due to the galvanizing coating requirement, also make a continuous weld underneath the clip.

All welding shall be according to AWS D1.5 or D1.6 of the welding code and shall be done by certified welders only. A shop certified under AISC category for simple structures shall perform fabrication.

The fabricator will be permitted to shop weld pre-galvanized transverse roadway sections, complete with anchorages, of the expansion device steel extrusions. The pre-galvanized roadway sections shall be not less than 10 feet long. The pre-galvanized roadway side sections shall have additional anchorages, if required, so as to provide an anchorage within 9 inches of each end of the section. Abutting ends shall be beveled 1/4 inch on three sides and deburred. All galvanizing shall be completely removed from the areas to be welded. The pre-galvanized sections shall be groove welded on three sides with care taken to prevent weld material from entering the gland groove. The weld across the top of the extrusion shall be ground smooth. Repair areas of damaged galvanization with two coats of zinc dust/zinc oxide paint. Clean damaged and adjacent areas by sanding, scraping, chipping, or wire brushing before painting. Make field splices in transverse center roadway sections with a partial penetration weld.

C Construction

The manufacturer of the prefabricated expansion joint assembly shall prepare shop drawings showing details of the assembly and installation. Submit shop drawings to the engineer conforming to standard spec [105.2](#) with electronic submittal to the fabrication library under standard spec [105.2.2](#). Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.

Support the modular joint assembly at 8'-0 minimum spacing along both sides of the joint. Construct the modular expansion device system according to the details shown on the shop drawings. Tolerance requirements shall be according to AASHTO specifications.

Install according to the plan details, the manufacturer's and supplier's approved shop drawings, and as the engineer directs. In addition, the manufacturer shall submit current product literature with the shop drawings and the shop drawings shall reflect that literature.

Remove all modular expansion joint forming material from the joint opening. Pre-set the modular joint assembly according to the approved shop drawings, joint temperature setting data, and specifications. The maximum joint opening for a single modular unit shall be 3 inches.

The joint assembly manufacturer shall furnish technical assistance to the contractor and engineer through the personal services of a technical representative, who is a fulltime employee of the manufacturer during installation of the joint sealing systems. This representative shall be accessible to the engineer and shall be at the site during the work that involves the setting of all parts of each modular expansion joint assembly. The contractor shall be responsible for informing the representative before the date of installation.

D Measurement

The department will measure Expansion Device Modular by the linear foot, acceptably completed, measured from outermost extent of the expansion device not including turn-ups.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
502.3111.S	Expansion Device Modular	LF

Payment is full compensation for furnishing and placing the device complete in place; furnishing and completely installing all elements and parts of the joints, anchors, armor or structural metal; galvanizing materials; furnishing and installing all hardware, pads, bonding material, and reinforcing bars within the blockout not otherwise covered for payment, and barrier railing plates.

stp-502-021 (20210708)

23. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.

A Description

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

B (Vacant)

C Construction

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

D Measurement

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

E Payment

The department will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
509.0310.S	Sawing Pavement Deck Preparation Areas	LF

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

24. Concrete Masonry Deck Repair, Item 509.2100.S.

A Description

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

B Materials

B.1 Neat Cement

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

B.2 Concrete

Furnish grade C or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows:

1. The contractor may increase slump of grade E concrete to 3 inches.
2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

C Construction

C.1 Neat Cement

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with

the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

C.2 Placing Concrete

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

C.3 Curing Concrete

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

D Measurement

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

E Payment

The department will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
509.2100.S	Concrete Masonry Deck Repair	CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

25. Polymer Overlay, Item 509.5100.S.

A Description

This special provision describes providing two layers of a two-component polymer overlay system to the bridge decks the plans show.

B Materials

B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

B.2 Polymer Resin

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time ^[1]	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity ^[1]	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness ^[2]	60-75	ASTM D2240
Absorption ^[2]	1% maximum at 24 hr	ASTM D570
Tensile Elongation ^[2]	30% - 70% @ 7 days	ASTM D638
Tensile Strength ^[2]	2000 to 5000 psi @ 7 days	ASTM D638
Chloride Permeability ^[2]	<100 coulombs @ 28 days	AASHTO T277

[1] Uncured, mixed polymer binder

[2] Cured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

Property	Requirement ^[1]	Test Method
Minimum Compressive Strength	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified ^[2]
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

[1] Based on samples cured or aged and tested at 75°F

[2] Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

B.3 Aggregates

Furnish natural or synthetic aggregate that is non-polishing; clean; free of surface moisture; fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

Aggregate Properties

Property	Requirement	Test Method
Moisture Content ^[1]	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	≥6.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face & 80% with at least 2 fractured faces of material retained on No. 16	ASTM D5821
Absorption	≤1%	ASTM C128

[1] Sampled and tested by the department before placement.

Gradation

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

B.4 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the engineer for approval. The department will sample and test the aggregates for gradation and moisture content before placement. If requested, supply the department with samples of the polymer for the purpose of acceptance testing.

B.4.1 Product Data Sheets and Specifications

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

B.4.2 Certified Report of Test or Analysis

Conform to the following:

Polymer Binder: Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

Aggregates: Submit a certified report of test or analysis from an independent laboratory dated less than 6 months before the date of the project letting showing the aggregates meet the requirements of section B.3.

C Construction

C.1 General

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

Field Review: Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

Pre-Installation Meeting: Conduct a pre-installation meeting with the manufacturer's representative and the engineer before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the engineer's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

Manufacturer's Representative: An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the engineer's discretion.

Material Storage: Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

C.2 Deck Preparation

C.2.1 Deck Repair

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to remove and repair the concrete deck will be paid for under other items (Concrete Surface Repair).

Use deck patching products that are compatible with the overlay system. Patching materials with magnesium phosphate shall not be used. Place patches after surface is prepared via shot blasting and cleaning as described in Section C.2.2 of this specification. Portland cement concrete patches shall be used for joint repairs and full depth deck repairs with a plan area larger than 4 sf, unless approved otherwise by the Structures Design Section. If rapid-set concrete is used, place patches per the manufacturer's recommendation. If Portland cement concrete is used, place patches per standard spec 509.3.9.1.

Deck patching shall be filled and properly finished prior to overlay placement. Do not place overlay less than 1 hour, or per the manufacturer's recommendation, after placing rapid-set concrete patches in the repair areas. Do not place overlay less than 28 days after placing Portland cement concrete patches in the repair areas.

C.2.2 Surface Preparation

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shot blasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The engineer may consider alternate surface preparation methods per the overlay system manufacturer's recommendations. The engineer will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

C.2.3 Transitional Area

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 feet beyond the end of the deck the same width as the deck. Prep and place the second lift 6 feet beyond the end of the deck the same width as the deck.

C.3 Overlay Application

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50 F or above 100 F.
2. Deck temperature is below 50 F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65 F or above 99 F.
6. Concrete deck age is less than 28 days.
7. The deck temperature exceeds 100 F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. A minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance with the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate ^[1] (GAL/100 SF)	Aggregate ^[2] (LBS/SY)
1	2.5	10+
2	5.0	14+

^[1] The minimum total applications rate is 7.5 GAL/100 SF.

^[2] Application of aggregate shall be of sufficient quantity to completely cover the polymer.

C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in degrees F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

D Measurement

The department will measure Polymer Overlay by the square yard, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
509.5100.S	Polymer Overlay	SY

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

The department will pay separately for deck repairs.

stp-509-030 (20200629)

**26. Removing Polymer Overlay B-55-0061 Item 509.9015.S.01;
Removing Polymer Overlay B-55-0126 Item 509.9015.S.02.**

A Description

This special provision describes removing the polymer overlay. Perform work conforming to standard spec 204.

B (Vacant)

C Construction

Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the engineer for approval before beginning. Do not remove more than 1/4" of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

D Measurement

The department will measure Removing Polymer Overlay B-55-0061 and B-55-0126 by the square yard, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
509.9015.S.01	Removing Polymer Overlay B-55-0061	SY
509.9015.S.02	Removing Polymer Overlay B-55-0126	SY

Payment for is full compensation for removing the polymer; and for properly disposing of all materials.

stp-509-015 (20210113)

509-015

27. Cleaning Parapets, Item 509.9050.S.

A Description

This special provision describes cleaning the inside faces and top surface of the concrete parapet as the plans show and as the engineer directs.

B (Vacant)

C Construction

C.1 Blast Cleaning Operation

Blast clean the inside face and top surface of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

C.2 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with pigmented surface sealer. Provide an adequate drying time of the parapet inside face and top surface of at least 24 hours before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as the engineer directs.

D Measurement

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
509.9050.S	Cleaning Parapets	LF

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for all additional clean up of the concrete surface and surrounding bridge deck area.

stp-509-050 (20151210)

28. Preparation and Coating of Top Flanges B-55-61, Item 517.0901.S.01; Preparation and Coating of Top Flanges B-55-126, Item 517.0901.S.02.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacture's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacture's cleaning recommendations. Sound paint need not be removed with the exception of an area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacture's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacture's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacture's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges (Structure #) as a single unit for each structure, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.0901.S.01	Preparation and Coating of Top Flanges B-55-61	EACH
517.0901.S.02	Preparation and Coating of Top Flanges B-55-126	Each

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20210708)

29. Structure Overcoating Cleaning and Priming B-55-61, Item 517.3001.S.01; Structure Overcoating Cleaning and Priming B-55-126, Item 517.3001.S.02.

A Description

This special provision describes cleaning and painting with two or three coats of paint the metal surfaces.

A.1 Areas to be Cleaned and Painted

Structure B-55-61 and B-55-126

1. Two Coat Area:
B-55-61: 8500 SF with SP 1 cleaning.
B-55-126: 3700 SF with SP 1 cleaning.
2. Three Coat Area:
B-55-61: 900 SF with SP 3 cleaning.
B-55-126: 400 SF with SP 3 cleaning.

B Materials

Furnish an epoxy coating system from the department's APL for Paint- structure maintenance.

C Construction

C.1 Surface Preparation

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 3 power Tool Cleaning according to Steel Structures Painting Council Specification 3 will be required on all metal surfaces to be painted with a three-coat system. Prime the same day, or re-clean before application, all metal surfaces receiving a No. 3 cleaning.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re-prime the brushed surfaces within the time recommended by the manufacturer.

C.2 Painting

Paint by applying two or three coats of an approved coating system as specified herein to the surfaces as described in A.1 from the department's approved products list.

C.3 Coating Application

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

D Measurement

The department will measure Structure Overcoating Cleaning and Priming (Structure #) as a single unit for each structure, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.3001.S.01	Structure Overcoating Cleaning and Priming B-55-61	EACH
517.3001.S.02	Structure Overcoating Cleaning and Priming B-55-126	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the paint.

stp-517-036 (20210708)

30. Containment and Collection of Waste Materials B-55-61, Item 517.4001.S.01; Containment and Collection of Waste Materials B-55-126, Item 517.4001.S.02.

A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers.

B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

D Measurement

The department will measure Containment and Collection of Waste Materials (Structure) as a single unit for each structure, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.4001.S.01	Containment and Collection of Waste Materials B-55-61	EACH
517.4001.S.02	Containment and Collection of Waste Materials B-55-126	EACH

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, labeling and storing spent materials in appropriate containers.

stp-517-037 (20230113)

31. Portable Decontamination Facility, Item 517.6001.S.

A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

B Materials

Supply and operate all equipment according to OSHA.

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility by each individual unit, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S	Portable Decontamination Facility	EACH

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

stp-517-060 (20230113)

32. Nighttime Work Lighting-Stationary.

A Description

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

C.5 Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

D (Vacant)

E Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

33. Basic Traffic Queue Warning System, Item 643.1205.S.

A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

B Materials

Provide Basic Traffic QWS components and software that is National Transportation Communications for ITS Protocol (NCTIP) compliant.

B.1 Portable Traffic Sensors (PTS)

Provide PTS that are nonintrusive and capable of capturing vehicle speed in mph. Integrate each sensor with a modem to communicate with the automated system manager.

B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

B.3 Automated System Manager (ASM)

Provide an ASM that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

B.4 System Communications

Ensure Basic Traffic QWS communications meet the following requirements:

1. Perform required configuration of the Basic Traffic QWS's communication system automatically during system initialization.
2. Communication between the server and any individual FBS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other FBS or PTS.
3. Incorporate an error detection/correction mechanism into the Basic Traffic QWS communication system to ensure the integrity of all traffic condition data.

B.5 System Acceptance

Submit vendor verification to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs. Provide all testing and calibration equipment.

C Construction

C.1 General

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting.

PTS may be mounted on FBS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

Install FBS at the following locations, delineated by 5 drums:

1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

As shown in the plans, each additional PTS and FBS after the third will be spaced at 1 mile intervals.

If there are more than 2 lanes or specified in the plans, place FBS on both sides of the roadway.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the Basic Traffic QWS and demonstrate to the Department that the Basic Traffic QWS is operational.

Maintain the Basic Traffic QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon completion.

C.2 Reports

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

C.3 Meetings

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

C.4 Programming

C.4.1 General

Program the Basic Traffic QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
 - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
 - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
 - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.

4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
 - Vehicle speeds
 - FBS triggers
 - Device locations
5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Ensure the system autonomously restarts in case of any power failure.

C.4.2 System Operation Strategy

Arrange for the vendor/manufacturer to coordinate system operation, detection, and trends/thresholds with the engineer.

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

Free Flow:

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

Slow or Stopped Traffic:

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

C.5 Calibration and Testing

At the beginning of the project perform a successful field test and calibration at the Basic Traffic QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the FBS.

Send email of successful calibration and testing to the engineer.

D Measurement

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
643.1205.S	Basic Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of FBS, PTS, ASM, and system communications.

Failure to correct a deficiency to the FBS, PTS, or ASM within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working Basic Traffic QWS.

stp-643-046 (20210113)

34. Traffic Channelizing Curb System, Item 643.0650.S.

A Description

This special provision describes providing maintaining and removing temporary traffic channelizing curb system at locations the plans show or the engineer directs.

B Materials

Furnish items from the department's approved products list.

C Construction

Install the curb sections according to the manufacturer's recommendations. Install vertical panels or flexible tubular markers per manufacturer's recommendations.

Review and repair the channelizing system in accordance with standard spec 643.3 or as the engineer directs.

Upon completion of the work, remove the channelizing system in a way that minimizes damage to the pavement. Repair damage done during removal as the engineer directs.

The temporary channelizing system shall remain the property of the contractor for systems used in temporary traffic control zones unless specified otherwise.

D Measurement

The department will measure Traffic Channelizing Curb System by the linear foot, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
643.0650.S	Traffic Channelizing Curb System	LF

Payment is full compensation for providing channelizing systems, and for maintaining, relocating, and removing the channelizing system.

stp-643-050 (20181119)

35. Marking Replace Line Wet Reflective Epoxy 6-inch, Item 646.2041.S.

A Description

This special provision describes applying wet reflective epoxy marking over existing grooved pavement marking conforming to standard spec 646, as the plans show, and as follows.

B Materials

Furnish wet reflective epoxy pavement marking materials conforming to standard spec 646.2.

C Construction

Remove loose marking. Clean and prepare the surface of the existing marking and the groove to accept the new wet reflective epoxy marking.

Apply wet reflective epoxy marking conforming to standard spec 646.3 and as follows:

Repair or replace new marking that was improperly applied or that fails during the proving period as specified in standard spec 646.3.1.5.

D Measurement

The department will measure the Marking Replace Line Wet Reflective Epoxy bid items by the linear foot of line, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
646.2041.S	Marking Replace Line Wet Reflective Epoxy 6-Inch	LF

Payment is full compensation for providing the marking, including remarking as required under standard spec 646.3.1.2(2).

stp-646-015 (20230629)

**36. Installing and Maintaining Bird Deterrent System B-55-61 (636+10 WB), 999.2000.S.01;
Installing and Maintaining Bird Deterrent System B-55-61 (636+10 EB), 999.2000.S.02.**

A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

The entire structure does not need to be netted. Netting is only required at the joint replacement and adjacent painting areas.

B Materials

B.1 Hardware and Lumber

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems.

B.2 Netting Materials

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

B.3 Plastic Strip Curtain

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

B.4 Corner Slope Materials

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

C Construction

C.1 General

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison at Amy Lesik, at 715-415-1903, or the department regional environmental coordinator Hannah Frederickson, at 715-836-2039.

Efforts should be made to release trapped birds, unharmed.

C.2 Nest Removal

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g. cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

C.3 Exclusion Netting

C.3.1 Installation

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Use the minimum length of lumber and netting necessary to avoid sections of netting that are not flush to the bridge or culvert. Eliminate any loose pockets or wrinkles that could trap and entangle birds or other wildlife. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

C.4 Plastic Curtains

C.4.1 Installation

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

C.5 Corner Slopes

C.5.1 Installation

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

C.6 Inspection and Maintenance

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

C.7 Removal and Structure Repair

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

D Measurement

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
999.2000.S.01	Installing and Maintaining Bird Deterrent System Station B-55-61 (636+10 WB)	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System Station B-55-126 (636+10 EB)	EACH

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20240105)

37. Pedestrian Shuttle Service, Item SPV.0060.01.

A Description

This special provision describes providing a shuttle service for pedestrians and bicyclists during the construction of the IH 94 St. Croix River Bridge rehabilitation when the existing sidewalk/trail is closed.

B Materials

Furnish one vehicle equipped to transport pedestrians, including handicapped individuals, and bicyclists including their bicycles and if attached, bike trailer. The vehicle shall be clean, and clearly marked as shuttle service. Vehicles shall be ADA compliant. Vehicle and individuals shall meet the insurance required as specified in standard spec 107.

C Construction

Vehicle drivers shall assist all pedestrians and bicyclists along with their accessories in transporting them from one end of the construction zone to the other end by means of vehicle transportation. Shuttle service shall be provided while the trail and sidewalk is closed.

Shuttle service will run three times (round trips) per day at 7:00 am, 12:00 noon, and 5:00 pm from a pick-up / drop-off point in WI where the trail meets a public intersection to a point in MN where the trail meets a public intersection. If at any of the designated times there are more pedestrians and/or bicyclists than can be seated in the shuttle a second trip will be required. Exact location of pick-up / drop-off points will be coordinated with the engineer.

Contractor shall coordinate pickup and drop-off locations with the engineer two weeks prior to service being implemented.

Contractor shall provide temporary pickup and drop-off signs as directed by the engineer.

D Measurement

The department will measure Pedestrian Shuttle Service once for the contract acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price for the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Pedestrian Shuttle Service	EACH

Payment is full compensation for coordinating with the engineer, providing / installing temporary shuttle pickup and drop-off signs as directed by the engineer, providing shuttle vehicle, shuttle vehicle markings, and shuttle driver.

38. Lighting Repair, Item SPV.0060.02.

A Description

This special provision describes salvaging existing wires, remove existing conduit for splicing, installing conduits and connections, and rewiring existing lighting as shown on the plans and conforming to relevant portions of standard specs sections 652, 655, and 659.

B Materials

Furnish materials complying with standard spec 652 and 655.

C Construction

Before parapet removal, tag, disconnect, and temporary secure and store lighting wiring.

Install conduits, expansion fittings, and connections to existing. Reconnect electrical wiring to existing lighting. Test lighting circuits.

All lighting shall be in operation during regular lighting hours.

Repair or replace any damages to materials or the lighting at no cost to the DEPARTMENT.

D Measurement

The department will measure Lighting Repair by each individual repair acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Lighting Repair	EACH

Payment is full compensation for salvaging existing wire, removal of existing conduit, installing conduit, connections to existing conduit, expansion fittings, rewiring existing lights, and testing.

39. Cleaning and Painting Bearings B-55-61, Item SPV.0060.03; Cleaning and Painting Bearings B-55-126, Item SPV.0060.04.

A Description

This special provision describes cleaning and painting the existing steel bearings on structures conforming to standard spec 517 and as directed by the engineer.

B Materials

Furnish a complete coating system from the department's Painting Epoxy System Structure approved product list. Use the same coating system for all repairs due to handling, shipping, and erecting; and for all other uncoated areas.

The color of epoxy shall be 20059 and the urethane coating material shall match the color number shown on the plans conforming to AMS Standard 595A.

Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

C Construction

C.1 Surface Preparation

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed. After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean up activities should minimize dust. Store waste materials in hazardous waste containers provided by the department. The department is responsible for the transport and disposal of the contained materials by the statewide hazardous waste contractor.

C.2 Coating Application

Apply paint in a neat, workmanlike manner, and conforming to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

D Measurement

The department will measure Cleaning and Painting Bearings as each individual bearing acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Cleaning and Painting Bearing B-55-61	EACH
SPV.0060.04	Cleaning and Painting Bearing B-55-126	EACH

Payment is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up; and containing and collecting all waste materials.

40. Removing and Resetting Railing R-55-29, Item SPV.0060.05.

A Description

This special provision describes removing railing from existing retaining wall, storing them, and then resetting them when the new retaining wall is complete according to Section 513.3.4 of the Standard Specifications and the plan details, as directed by the Engineer, and as hereinafter provided.

B (Vacant)

C Construction

Remove the railing taking care not to damage them. Store the railing in an area away from construction activities to preclude damage to them.

In the event that damage does occur to any item that is designated for re-use in the new work, repair or replace the damaged item at no expense to the department.

D Measurement

The department will measure Removing and Resetting Railing B-55-29 as a single unit for each structure, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Removing and Resetting Railing B-55-29	EACH

Payment is full compensation for removing the railing; properly storing the railing; and for resetting the railing.

41. Glare Screens Temporary, Item SPV.0090.01.

A Description

This special provision describes providing, maintaining, and removing a modular paddle glare guard system on concrete barrier temporary precast at locations the plans show.

B Materials

Glare guard units shall be modular units consisting of vertical blades, bases, and a horizontal base rail. The paddle devices shall be a minimum of 24-inches in height and be constructed of durable, impact resistant, non-warping flexible materials.

Units shall be modular in design to provide for portability, quick repair and easy installation. The cumulative nominal length of the modular units shall equal the length of the temporary barrier on which they are installed so that the joint between the barrier sections shall not be spanned by any one unit. Units shall not alter the design of the concrete barrier.

The relative connection strengths between various components of the assembly shall be designed to minimize the potential impact and debris hazard to approaching traffic and to simplify repairs. The modular units shall be fabricated in a manner to allow replacement of individual blades while the modular unit remains in place.

The blade, base and rail shall be made of high impact materials with sufficient strength to withstand three impacts from a horizontal steel bar traveling at 40 mph and impacting at mid-height of the blade. After three impacts, there shall be no evidence of cracking, splitting, delaminating or separation from the system.

The paddle glare guard provided shall be a material manufactured by Safe-Hit Corporation, 70 W Madison Street, Suite 2350, Chicago IL 60602; Carsonite International, 19845 U.S. Highway 76, Newberry, SC 29108; Flexstake Incorporated, 2150 Andrea Lane, Fort Myers, Florida, 33912; or equal.

C Construction

Attachment of the base rail to the top of the concrete barrier temporary precast shall be by means of a mechanical or adhesive system with a minimum pullout and shear of 3000 psi. All mounting hardware shall be as specified by the manufacturer.

D Measurement

The department will measure Glare Screens Temporary by the linear foot of paddle glare guard, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Glare Screens Temporary	LF

Payment is full compensation for furnishing, installing, maintaining and removing the Glare Screens Temporary.

42. Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast, Item SPV.0090.02.

A Description

This special provision describes removing, storing, and reinstalling existing DOT owned precast concrete barrier. The existing DOT owned precast concrete barrier locations include the Minnesota crossover just west of the St. Croix River Bridge and the paved median on the Wisconsin side of the St. Croix River Bridge between approximate Station 675+40 and Station 687+75.

B Materials (Vacant)

C Construction

During the removal and reinstallation of the DOT owned barrier, the contractor shall shield and/or protect the blunt ends of the precast concrete barrier. The contractor shall reinstall the concrete barrier in the same location and condition in which it was removed. The contractor will replace any damaged or lost segments of concrete barrier at no cost to the Wisconsin DOT or Minnesota DOT.

D Measurement

The department will measure Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast by the linear foot.

E Payment

The department will pay for measured quantities at the contract price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast	LF

Payment is full compensation for all work under this item including removing, transporting, storing, reinstalling, protecting/shielding, and incidental items needed to complete this item.

43. Fill and Restore Existing Concrete Rumble Strips, Item SPV.0090.03.

A Description

This special provision describes filling the existing concrete shoulder rumble strips prior to shifting traffic. The intent is to fill the rumble strip indentations so that the traffic can safely navigate through the work zone. Perform this work according to the plan details and herein after provided.

B Materials

Furnish asphaltic mixture meeting the requirements specified for Asphaltic Surface Temporary under standard spec 465.2.

C Construction

Clean, fill, and compact the rumble strip indentations per standard spec 465.3 and using methods that will provide a sound smooth surface which will handle traffic and not leave a detrimental residue on the surface. Special care to limit the splatter of asphaltic material onto existing concrete is required.

D Measurement

The department will measure Fill and Restore Existing Concrete Rumble Strip by the linear foot, acceptably completed, measured as the length along the side of the traveled way, from the beginning of a rumble strip groove filled in a segment to the end of the rumble strip groove filled in the segment.

E Payment

The department will pay for measured quantities following bid item at the contract unit price under the

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Fill and Restore Existing Concrete Rumble Strips	LF

Payment for Fill and Restore Existing Concrete Rumble Strips is full compensation for providing all materials; fill and restoring existing concrete rumble strips.

44. Marking Line Grooved Wet Reflective Contrast Permanent Tape 10-Inch, Item SPV.0090.04.

A Description

This section describes providing pavement marking.

B Materials

Furnish pavement marking products from the APL. Submit certificates of compliance certifying that the products supplied under the contract conform to these specifications.

Glass Beads

Furnish dual coated glass beads treated for both moisture resistance and adherence conforming to AASHTO M247, Type I, except with a minimum of 80 percent true spheres. For each batch of beads actually furnished for the work, submit a certificate of compliance certifying that beads supplied under the contract conform to these specifications.

Furnish beads in containers or bags labeled with the bead type, net weight, lot or batch number, blend date, and manufacturer's name and address.

C Construction

General Marking

Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

On projects with a net length of 1 mile or more, complete department forms DT2130 and DT2131 daily and submit to the engineer weekly unless the engineer agrees otherwise.

On highways open to 2-way traffic, in addition to the marking vehicle, provide a leading vehicle and at least one trailing vehicle. Do not use flashing arrow panels to direct traffic to pass. Equip each leading and trailing vehicle with the following:

1. A slow-moving vehicle emblem.
2. One or more flashing or revolving yellow lights showing to the front and rear.
3. Signs to advise traffic of the wet line.

On one-way roadways, operate marking train vehicles in the direction of traffic. Provide the same marking train as specified for 2-way traffic in standard spec 646.3.1.1(2) except as follows:

- A leading vehicle is not required ,but use 2 trailing vehicles.
- The contractor may use flashing arrow panels to direct traffic to pass.

Apply permanent marking before opening to traffic.

Apply marking to the width and color the bid item indicates. Provide a sharp cutoff for both sides and ends of the marking with a uniform cross-section. Do not damage existing marking that will remain in place.

Cold Weather Marking

Do not place permanent tape marking if the ambient or pavement temperature is below 50 F.

If the engineer allows or requires marking below the specified minimum temperatures, apply permanent tape from the APL in the exact location and width where permanent marking would be installed. Maintain until weather permits permanent placement.

Using the failure criteria specified in standard spec 646.3.1.5, perform corrective maintenance whenever the failure rate exceeds 25 percent of any section of marking. Completely remove and replace cold weather marking with permanent marking when weather permits. The proving period for the final marking begins after replacement.

Removing Marking

Completely remove marking from locations the plan show or as the engineer directs. Unless the bid item designates water blasting, the contractor may use one or a combination of air blasting, water blasting, grooving, and grinding. Do not damage pavement and limit scaring. Provide a dust control system and remove accumulated sand or other materials. Collect, haul, and dispose of dust or residue from removals.

Perform air blasting conforming to the following:

- If air blasting within 10 feet of a lane open to traffic, remove dust and other residue continuously while blast cleaning.
- If removing existing marking before applying new marking, expose at least 90 percent of the marking surface.
- If removing yellow center lines for no passing zone changes, ensure that the cycling mechanism on line removal equipment produces a uniform cycle or alternatively remove by hand.

Perform water blasting only if the ambient temperature is at least 36F and rising. Use a truck mounted ultra-high pressure pump and water tank capable of delivering up to 40,000 psi to water jet nozzles.

Adjust water pressure to avoid damaging the pavement. Provide a vacuum recovery system that contains waste water and debris to provide a clean, damp-dry surface, without a secondary cleanup operation.

Grind using a truck-mounted or hand system capable of complete removal of the marking. Provide a vacuum system to completely collect dust and debris.

Marking Acceptance

The department may measure initial retroreflectivity conducted when the contractor completes the work as a part of the marking acceptance decision. The department will take initial day dry retroreflectivity readings between 15 and 60 days after installation or before the first snow fall whichever comes first.

Conform to ASTM 06628 color requirements. The department measures reflectivity in the direction of travel. Ensure that the initial reflectivity, in millicandelas/lux/m², meets or exceeds the following:

MATERIAL	COLOR	INITIAL DAY RETROREFLECTIVITY
Permanent Tape	White	650
	Yellow	425

The engineer will inspect each marking section defined as follows:

- Each edge line, lane line, or center line, measured through any 0.5 mile section.
- Gore marking or turning lane marking at a single interchange or intersection.
- Each roundabout.

Replace all marking in sections with failing initial retroreflectivity and repair or replace marking that the engineer deems improperly constructed. Remove existing marking in the groove before replacement. If post-acceptance inspections uncover evidence of defective material or improper construction, the department may revoke acceptance under standard spec 105.11.2.3.

Proving Period

General

The engineer may conduct post acceptance inspections periodically during a proving period to evaluate the physical presence of pavement marking and, for grooved-in marking only, the retroreflectivity. The proving period begins on the last day of the week, for all marking placed within that week. The proving period extends through April 15 of the next calendar year or 180 days, whichever is longer. If weather or road surface conditions prevent the engineer from fully evaluating the marking at the end of the proving period, the engineer may extend the proving period.

The engineer will determine the percent failing at the end of the proving period. The engineer will exclude failures due to abrasion loss at private entrances and within intersections, except for roundabouts. The department defines failure as discoloration, chipping, or substrate exposure.

Remove and replace all marking in sections, as defined in standard spec 646.3.1.5, with more than 10 percent failing and repair, or remove and replace, marking that the engineer deems improperly constructed.

Retroreflectivity

For grooved-in markings, the engineer will also evaluate the percent failing retroreflectivity at the end of the proving period. Ensure that the 180-day reflectivity, in millicandelas/lux/m², meets or exceeds the following:

MATERIAL	COLOR	180 DAY DRY RETROREFLECTIVITY
Permanent Tape	White	400
	Yellow	335

D Measurement

The department will measure Marking Line Grooved Wet Ref Contrast Permanent Tape 10-Inch by the linear foot.

E Payment

The department will pay for measured quantities at the contract price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Marking Line Grooved Wet Reflective Contrast Permanent Tape 10-Inch	LF

Payment is full compensation for all work under this item.

45. Marking Replace Line Contrast Permanent Tape 4-Inch, Item SPV.0090.05.

A Description

This special provision describes applying Marking Line Contrast Permanent Tape 4-Inch marking over existing grooved pavement conforming to standard spec 646, as the plans show, and as follows.

B Materials

Furnish Marking Line Contrast Permanent tape materials conforming to standard spec 646.2.

C Construction

Remove loose marking. Clean and prepare the surface of the existing marking and the groove to accept the new permanent tape.

Apply contrast permanent tape marking conforming to standard spec 646.3 and as follows:

Repair or replace new marking that was improperly applied or that fails during the proving period as specified in standard spec 646.3.1.5.

D Measurement

The department will measure the Marking Replace Line Contrast Permanent Tape 4-Inch bid item by the linear foot of line, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Marking Replace Line Contrast Permanent Tape 4-Inch	LF

Payment is full compensation for providing the marking and all work necessary for this item.

46. Wall Modular Block Mechanically Stabilized Earth R-55-29, Item SPV.0165.01.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department

maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be pre-approved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the Contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form [DT2329](#) with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall conform to the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block width (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in his subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for Portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured in accordance with ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A concrete conforming to

standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is $1\frac{3}{4}$ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

All block materials shall be furnished palletted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the Department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140 or ASTM C39 ^[4]	5000 min.	4000 min.
Air Content (%)	AASHTO T152 ^[4]	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140 ^[3]	6 max.	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^{[1][2][3]}	1.0 max. 1.5 max.	N/A

[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

[3] An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.

[4] The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

The contractor and fabricator shall coordinate with the independent testing agent (if used) to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot furnished.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number, lot size, and date(s) of fabrication.

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with No. 67 Coarse Aggregate Size per AASHTO M43. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Sieve Size	% by Weight Passing (No. 67 Coarse Aggregate size per AASHTO M43)
1 inch	100
3/4-inch	90 - 100
3/8-inch	20-55
No. 4	0 - 10
No. 8	0 - 5

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements.

Test	Method	Value
pH	AASHTO T-289	4.5-9.0
Sulfate content ^[1]	AASHTO T-290	200 ppm max.
Chloride content ^[1]	AASHTO T-291	100 ppm max.
Electrical Resistivity ^[1]	AASHTO T-288	3000 ohm-cm min.
Organic Content ^[1]	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236 ^[2]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)

[1] Requirement does not apply to walls with non-metallic reinforcement and non-metallic connectors.

[2] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

B.3.4.1 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, T_{alc} in accordance with AASHTO LRFD 11.10.6.4. Values for RF_{ID} , RF_{CR} , and RF_D shall be determined from product specific test results. Even with project-specific test results, RF_{ID} shall not be less than 1.10, RF_{CR} shall not be less than 1.20, and RF_D shall not be less than 1.10.

The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations in accordance with AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

B.3.4.2 Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be in accordance with AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be in accordance with standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in

the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans.

Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.3.3 Soil Reinforcement

C.3.3.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taut and hold in position with pins, stakes or other methods approved by the engineer.

C.3.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician Ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

C.4.4 Documentation

(1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.

(2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.

(3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.

(3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.

(4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

(5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

(1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.

(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party

tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth by the square foot acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165	Wall Modular Block Mechanically Stabilized Earth R-55-29	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs include: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 HCST Graduate(s) be utilized for 2000 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 HCST Apprentice(s) be utilized for 2400 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor’s area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for HCST placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit HCST candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of HCST graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that HCST placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. HCST TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

Marguerite (Maggie) Givings, Labor Development Specialist

Marguerite.Givings@dot.wi.gov | 608-789-7876

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ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

****Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.**

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
 2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
 - d. The full value of the original invoice submitted to the DBE Office, above in (1)
 - e. The amount of material or product used on this project
 - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
 - ii. DBE Office Process (Applies only to bulk purchases)
 - a. Supply/Commodity commitment is received
 - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")**a. Issuing a Contract Change Order**

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
 - (1) Indicate Offsite Hauling on Attachment A
 - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
 - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
 - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
 - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
 - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Appendix A

Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:
 - Have you competed for other WisDOT contracts? Ratio of competed/to wins
 - Have you performed on any transportation industry contracts (locally or with other states)?
 - What the largest contract you've completed?
 - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 - Does this project fit into your schedule? Are you working on any contracts now?
 - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 - What region do you work in? Home base?
 - Which line items are you considering?
 - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

Appendix B

Sample Contractor Solicitation Letter Page 1

(This sample is provided as a guide, not a formatting requirement)

DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

Does [Prime Contractor] accept quotes in areas we might self-perform? Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://wisconsindot.gov/HighwayConstructionContractInformation). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

[Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Sample Contractor Solicitation Letter Page 2*(This sample is provided as a guide, not a formatting requirement)***REQUEST FOR QUOTE****[Prime Contractor]****Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

- ☐ Yes, we will be quoting the projects & items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: _____

DBE: _____

Phone: _____

Fax: _____

Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

Again, please make every effort to have your quotes into our office by **time deadline** prior to the letting date.

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by date. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by time and date. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor
Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor
Project Manager

Direct: 414-555-5555
Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i></p>		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION – PHASE 2 – Team Review**GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

- **GFE Approval:**
Bona Fide = 6 or more categories color coded green.
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**
Sufficient = 5 or more categories color coded green or yellow
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**
Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
Bid Analysis	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
Average of OTHER Bidders (Not including Apparent Low Bidder)	
DBE Quotes Received	
DBE Quotes Awarded	
DBE Quote(s) Rejected	Rejected Quote Analysis
DBE Quote(s) Awarded	Awarded DBE Amount

Appendix E

Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

Appendix F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G
(SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

Proposal #

County: _____

DBE Goal Achieved: 0.00 %

[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

**DOCUMENTATION OF GOOD FAITH EFFORT**Wisconsin Department of Transportation
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

a.→ Purpose: To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

b.→ Action: Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

b.→ Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

b.→ Action: Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b.→ Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation of Sound Reason for Rejecting DBEs:

a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b.→ Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b.→ Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b.→ Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good Faith Effort--Sample Documentation Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler	415.2.3
Asphaltic materials	455.2

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1 02/07/2025
2 02/21/2025

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0019-002 06/01/2024		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0034-002 06/01/2024		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

 CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
 LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
 Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

 CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
 Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
 WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

 CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
 ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
 GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
 KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
 ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
 of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
 SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
 TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 42.00 28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND
VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
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Teledata System Installer
Installer/Technician.....\$ 30.27 19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

* ELEC0388-002 06/01/2024

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems.

Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO

COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,

RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler

(Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 36.35	20.87
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2024

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
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PAINTER.....	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/21/2025

* BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 46.52	34.63

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.33	27.53
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BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

BRWI0019-002 06/01/2024

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.10	28.37

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

CARP2337-010 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and

Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

* ELEC0388-002 06/01/2024		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.19	26%+12.45

* ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60
Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour
EPA Level ""B"" Protection: \$2.00 per hour
EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and
Derricks with or w/o attachments with a lifting capacity of
over 100 tons; or Cranes, Tower Cranes, Pedestal Tower
Cranes and Derricks with boom, leads, and/or jib lengths
measuring 176 feet or longer; Self-Erecting Tower Cranes
over 4000 lbs lifting capacity; All Cranes with Boom
Dollies; Boring Machines (directional); Master Mechanic.
\$0.50 additional per hour per 100 tons or 100 ft of boom
over 200 ft or lifting capacity of crane over 200 tons to a
maximum of 300 tons or 300 ft. Thereafter an increase of
\$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and
Derricks with or without attachments with a lifting
capacity of 100 tons or less; or Cranes, Tower Cranes
Portable Tower Cranes, Pedestal Tower Cranes and Derricks
with boom, leads and/or jib lengths measuring 175 feet or
less; Backhoes (excavators) 130,000 lbs and over; Caisson
Rigs; Pile Drivers; Boring Machines (vertical or

horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14

Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic

Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024		

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,

MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 36.35	20.87
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2024

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
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PAINTER.....	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,
SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK,
COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST,
GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX,
SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA,
WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN
COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

PLUM0075-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK
COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-009 06/01/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.12	26.34

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

PLUM0118-002 06/24/2024		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 54.60	26.12

PLUM0400-003 05/31/2024		

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84

PLUM0434-002 06/16/2024		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 49.24	24.38

PLUM0601-003 06/03/2024		

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19

PLUM0601-009 06/03/2024		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01

TEAM0039-002 06/01/2024		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids		
or Dumptor, Articulated		

Truck, Mechanic.....\$ 37.72 27.41

* SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0220 Removing Structure (structure) 01. R-55-21	1.000 EACH	_____.	_____.
0004	203.0270 Removing Structure Over Waterway Debris Capture (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0006	203.0270 Removing Structure Over Waterway Debris Capture (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0008	203.0335 Debris Containment Over Waterway (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0010	203.0335 Debris Containment Over Waterway (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0012	204.0100 Removing Concrete Pavement	440.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	8,028.000 SY	_____.	_____.
0016	204.0150 Removing Curb & Gutter	173.000 LF	_____.	_____.
0018	204.0165 Removing Guardrail	317.000 LF	_____.	_____.
0020	204.0175 Removing Concrete Slope Paving	150.000 SY	_____.	_____.
0022	205.0100 Excavation Common	211.000 CY	_____.	_____.
0024	206.1001 Excavation for Structures Bridges (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0026	206.3001 Excavation for Structures Retaining Walls (structure) 01. R-55-29	1.000 EACH	_____.	_____.
0028	210.1500 Backfill Structure Type A	410.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	211.0400 Prepare Foundation for Asphaltic Shoulders	69.000 STA	_____.	_____.
0032	213.0100 Finishing Roadway (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0034	305.0110 Base Aggregate Dense 3/4-Inch	146.000 TON	_____.	_____.
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	1,181.000 TON	_____.	_____.
0038	305.0502.S Shaping Roadway	8.000 STA	_____.	_____.
0040	415.0120 Concrete Pavement 12-Inch	221.000 SY	_____.	_____.
0042	415.0410 Concrete Pavement Approach Slab	220.000 SY	_____.	_____.
0044	416.0610 Drilled Tie Bars	165.000 EACH	_____.	_____.
0046	416.0620 Drilled Dowel Bars	99.000 EACH	_____.	_____.
0048	455.0605 Tack Coat	703.000 GAL	_____.	_____.
0050	465.0105 Asphaltic Surface	125.000 TON	_____.	_____.
0052	465.0125 Asphaltic Surface Temporary	2,228.000 TON	_____.	_____.
0054	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	5,365.000 LF	_____.	_____.
0056	502.0100 Concrete Masonry Bridges	244.000 CY	_____.	_____.
0058	502.3101 Expansion Device	125.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	502.3111.S Expansion Device Modular	428.000 LF	_____.	_____.
0062	502.3210 Pigmented Surface Sealer	5,985.000 SY	_____.	_____.
0064	502.4205 Adhesive Anchors No. 5 Bar	395.000 EACH	_____.	_____.
0066	505.0600 Bar Steel Reinforcement HS Coated Structures	32,360.000 LB	_____.	_____.
0068	509.0301 Preparation Decks Type 1	520.000 SY	_____.	_____.
0070	509.0310.S Sawing Pavement Deck Preparation Areas	371.000 LF	_____.	_____.
0072	509.1000 Joint Repair	341.000 SY	_____.	_____.
0074	509.1500 Concrete Surface Repair	560.000 SF	_____.	_____.
0076	509.2100.S Concrete Masonry Deck Repair	30.000 CY	_____.	_____.
0078	509.5100.S Polymer Overlay	33,835.000 SY	_____.	_____.
0080	509.9015.S Removing Polymer Overlay (structure) 01. B-55-61	15,835.000 SY	_____.	_____.
0082	509.9015.S Removing Polymer Overlay (structure) 02. B-55-126	18,000.000 SY	_____.	_____.
0084	509.9050.S Cleaning Parapets	11,875.000 LF	_____.	_____.
0086	511.1200 Temporary Shoring (structure) 01. B-55-61	815.000 SF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	511.1200 Temporary Shoring (structure) 02. R-55-29	3,800.000 SF	_____.	_____.
0090	513.7011 Railing Steel Type C2	2,382.000 LF	_____.	_____.
0092	516.0500 Rubberized Membrane Waterproofing	18.000 SY	_____.	_____.
0094	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0096	517.0901.S Preparation and Coating of Top Flanges (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0098	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0100	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0102	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0104	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0106	517.6001.S Portable Decontamination Facility	2.000 EACH	_____.	_____.
0108	601.0454 Concrete Curb & Gutter Integral 30-Inch Type J	7.000 LF	_____.	_____.
0110	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	176.000 LF	_____.	_____.
0112	603.8000 Concrete Barrier Temporary Precast Delivered	20,911.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0114	603.8125 Concrete Barrier Temporary Precast Installed	26,645.000 LF	_____.	_____.
0116	604.0400 Slope Paving Concrete	230.000 SY	_____.	_____.
0118	611.8115 Adjusting Inlet Covers	3.000 EACH	_____.	_____.
0120	612.0206 Pipe Underdrain Unperforated 6-Inch	180.000 LF	_____.	_____.
0122	612.0406 Pipe Underdrain Wrapped 6-Inch	700.000 LF	_____.	_____.
0124	614.0150 Anchor Assemblies for Steel Plate Beam Guard 01. B-55-61	2.000 EACH	_____.	_____.
0126	614.0150 Anchor Assemblies for Steel Plate Beam Guard 02. B-55-0126	2.000 EACH	_____.	_____.
0128	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
0130	614.2300 MGS Guardrail 3	225.000 LF	_____.	_____.
0132	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0134	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0136	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH	_____.	_____.
0138	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0140	619.1000 Mobilization	1.000 EACH	_____.	_____.
0142	625.0100 Topsoil	1,615.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	628.1504 Silt Fence	1,975.000 LF	_____.	_____.
0146	628.1520 Silt Fence Maintenance	1,975.000 LF	_____.	_____.
0148	628.1905 Mobilizations Erosion Control	1.000 EACH	_____.	_____.
0150	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0152	628.2008 Erosion Mat Urban Class I Type B	400.000 SY	_____.	_____.
0154	628.7010 Inlet Protection Type B	40.000 EACH	_____.	_____.
0156	628.7570 Rock Bags	260.000 EACH	_____.	_____.
0158	629.0205 Fertilizer Type A	1.200 CWT	_____.	_____.
0160	630.0120 Seeding Mixture No. 20	72.000 LB	_____.	_____.
0162	630.0200 Seeding Temporary	23.000 LB	_____.	_____.
0164	630.0500 Seed Water	38.000 MGAL	_____.	_____.
0166	633.1100 Delineators Temporary	20.000 EACH	_____.	_____.
0168	638.2102 Moving Signs Type II	1.000 EACH	_____.	_____.
0170	638.4000 Moving Small Sign Supports	1.000 EACH	_____.	_____.
0172	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0174	643.0300 Traffic Control Drums	45,175.000 DAY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	643.0420 Traffic Control Barricades Type III	1,150.000 DAY	_____.	_____.
0178	643.0500 Traffic Control Flexible Tubular Marker Posts	440.000 EACH	_____.	_____.
0180	643.0600 Traffic Control Flexible Tubular Marker Bases	440.000 EACH	_____.	_____.
0182	643.0650.S Traffic Channelizing Curb System	825.000 LF	_____.	_____.
0184	643.0705 Traffic Control Warning Lights Type A	1,695.000 DAY	_____.	_____.
0186	643.0715 Traffic Control Warning Lights Type C	5,640.000 DAY	_____.	_____.
0188	643.0800 Traffic Control Arrow Boards	204.000 DAY	_____.	_____.
0190	643.0900 Traffic Control Signs	21,490.000 DAY	_____.	_____.
0192	643.0910 Traffic Control Covering Signs Type I	6.000 EACH	_____.	_____.
0194	643.0920 Traffic Control Covering Signs Type II	7.000 EACH	_____.	_____.
0196	643.1000 Traffic Control Signs Fixed Message	357.000 SF	_____.	_____.
0198	643.1050 Traffic Control Signs PCMS	400.000 DAY	_____.	_____.
0200	643.1205.S Basic Traffic Queue Warning System	400.000 DAY	_____.	_____.
0202	643.3150 Temporary Marking Line Removable Tape 4-Inch	1,181.000 LF	_____.	_____.
0204	643.3165 Temporary Marking Line Paint 6-Inch	70,758.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	643.3180 Temporary Marking Line Removable Tape 6-Inch	40,151.000 LF	_____.	_____.
0208	643.3265 Temporary Marking Line Paint 10-Inch	6,108.000 LF	_____.	_____.
0210	643.3280 Temporary Marking Line Removable Tape 10-Inch	3,443.000 LF	_____.	_____.
0212	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0214	644.1810 Temporary Pedestrian Barricade	20.000 LF	_____.	_____.
0216	645.0111 Geotextile Type DF Schedule A	1,090.000 SY	_____.	_____.
0218	646.2020 Marking Line Epoxy 6-Inch	16,520.000 LF	_____.	_____.
0220	646.2025 Marking Line Grooved Black Epoxy 6-Inch	3,870.000 LF	_____.	_____.
0222	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	14,210.000 LF	_____.	_____.
0224	646.2041.S Marking Replace Line Wet Reflective Epoxy 6-inch	4,966.000 LF	_____.	_____.
0226	646.2050 Marking Line Grooved Permanent Tape 6-Inch	3,870.000 LF	_____.	_____.
0228	646.4020 Marking Line Epoxy 10-Inch	3,364.000 LF	_____.	_____.
0230	646.4025 Marking Line Grooved Black Epoxy 10-Inch	1,239.000 LF	_____.	_____.
0232	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	2,257.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0234	646.4050 Marking Line Grooved Permanent Tape 10-Inch	1,239.000 LF	_____.	_____.
0236	646.7220 Marking Chevron Epoxy 24-Inch	460.000 LF	_____.	_____.
0238	646.9010 Marking Removal Line Water Blasting 4-Inch	18,194.000 LF	_____.	_____.
0240	646.9012 Marking Removal Line Water Blasting 6-Inch	4,453.000 LF	_____.	_____.
0242	646.9110 Marking Removal Line Water Blasting 8-Inch	4,696.000 LF	_____.	_____.
0244	646.9112 Marking Removal Line Water Blasting 10-Inch	2,031.000 LF	_____.	_____.
0246	650.5000 Construction Staking Base	1,550.000 LF	_____.	_____.
0248	650.6501 Construction Staking Structure Layout (structure) 01. R-55-29	1.000 EACH	_____.	_____.
0250	650.7500 Construction Staking Concrete Barrier	1,789.000 LF	_____.	_____.
0252	650.9911 Construction Staking Supplemental Control (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0254	650.9920 Construction Staking Slope Stakes	850.000 LF	_____.	_____.
0256	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	26.000 LF	_____.	_____.
0258	652.0220 Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	80.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	80.000 LF	_____.	_____.
0262	690.0150 Sawing Asphalt	10,530.000 LF	_____.	_____.
0264	690.0250 Sawing Concrete	521.000 LF	_____.	_____.
0266	715.0502 Incentive Strength Concrete Structures	1,464.000 DOL	1.00000	1,464.00
0268	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0270	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. STA 636+10WB	1.000 EACH	_____.	_____.
0272	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. STA 636+10EB	1.000 EACH	_____.	_____.
0274	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0276	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0278	SPV.0060 Special 01. Pedestrian Shuttle Service	1.000 EACH	_____.	_____.
0280	SPV.0060 Special 02. Lighting Repair	8.000 EACH	_____.	_____.
0282	SPV.0060 Special 03. Cleaning and Painting Bearings B-55-61	12.000 EACH	_____.	_____.
0284	SPV.0060 Special 04. Cleaning and Painting Bearings B-55-126	14.000 EACH	_____.	_____.
0286	SPV.0060 Special 05. Removing and Resetting Railing R-55-29	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	SPV.0090 Special 01. Glare Screens Temporary	12,700.000 LF	_____.	_____.
0290	SPV.0090 Special 02. Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast	1,789.000 LF	_____.	_____.
0292	SPV.0090 Special 03. Fill and Restore Existing Concrete Rumble Strips	7,556.000 LF	_____.	_____.
0294	SPV.0090 Special 04. Marking Line Grooved Wet Reflective Contrast Tape 10-Inch	2,031.000 LF	_____.	_____.
0296	SPV.0090 Special 05. Marking Replace Line Contrast Permanent Tape 4-Inch	1,180.000 LF	_____.	_____.
0298	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth R-55-29	4,285.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

March 18, 2025

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

**Proposal #20: 1020-00-80, WISC 2025121
Hudson – Baldwin
St Croix River B-55-0061, B-55-0126
IH 94
St. Croix County**

Letting of April 8, 2025

This is Addendum No. 01, which provides for the following:

Other

~~Revise Contract Completion Time from a completion date of October 31, 2025, to a completion date of October 31, 2026.~~

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM



Wisconsin Department of Transportation

March 25, 2025

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #20: 1020-00-80, WISC 2025121
Hudson - Baldwin
St. Croix River B-55-0061, B-55-0126
IH 94
St. Croix County

Letting of April 8, 2025

This is Addendum No. 02, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
5	Traffic

Added Special Provisions	
Article No.	Description
47	Wall Modular Block Gravity R-55-29, Item SPV.0165.02

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
511.1200	Temporary Shoring 02. R-55-29	SF	3800	60	3860
SPV.0165.01	Wall Modular Block Mechanically Stabilized Earth R-55-29	SF	4285	-835	3450

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
502.4105	Adhesive Anchors 5/8-Inch	Each	0	7146	7146
SPV.0165.02	Wall Modular Block Gravity R-55-29	SF	0	835	835

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
191	Structure B-55-61; General Notes & Quantities – Revised note
207	Structure B-55-126; General Notes and Quantities – Revised note & Revised Quantity table
214	Structure B-55-126; Modular Expansion Joint – Added dimensions
217	Structure B-55-126; Combination Rail Type “C2”
218	Structure B-55-126: Combination Rail Type “C2” Details
220	General Plan R-55-29 (Added additional Temporary Shoring, modified elevations)
221	General Notes, Details,, & Quantities (Added additional Temporary Shoring Quantity, modified MSE wall quantity and added gravity wall quantity. Additional details added for gravity wall)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 02
PROJECT ID 1020-00-80
March 25, 2025

Special Provisions

5. Traffic.

Replace entire article language with the following:

General

Conduct work operations in a manner that causes the least disruption to traffic movements on IH 94 and interchange ramps. Do not directly cross, unload materials from, stop in or otherwise interfere with traffic in any lane or ramp that is open to traffic with construction equipment or vehicles.

- Do not park or store any equipment, vehicles, or construction materials within the clear zone of roadways.
- No vehicle or piece of equipment will be permitted to directly cross live traffic lanes.
- Equip all vehicles and machines used to transport materials or supplies to the work site which are operated on the traveled roadway, with hazard identification beam (flashing yellow signal) 8 inch minimum diameter. The beam shall be visible from 360 degrees and shall be in operation when the vehicle is within the roadway or shoulder area.
- Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic according to the plans, these special provisions, and as directed by the engineer.
- Do not use existing median crossovers for storage of equipment or materials.
- Do not use any maintenance crossovers or any other median crossovers unless a median lane closure is in place for entry and exit. Violators will be restricted from working on the project for the remainder of the contract time and any material they are hauling will not be paid.
- Interstate access control shall remain intact during construction.
- Construction vehicles shall move with traffic and shall be able to accelerate with traffic prior to merging with it.
- Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard, in place along the traveled roadways without the approval of the engineer.
- Reinstall or replace any signs damaged during construction operations at contractor expense.
- Completely cover all conflicting signs.
- Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed during previous construction stages.
- Do not perform work in the median concurrently with work in the outside lane or outside shoulder with traffic running between work areas.
- The traffic control contractor must review the project once every day as per the standard spec 643.3.1(5).
- Provide the engineer with an access and hauling plan prior to the preconstruction conference or each stage. Include the proposed locations of points of entry and traffic control to be used. Obtain approval from the engineer for all arrangements for handling traffic during construction.
- Construction traffic shall not travel counter-directional to adjacent IH 94 through traffic.

2026 Freeway Lane Requirements																								
Limits:	Eastbound IH 94 - St. Croix River to Carmichael Road (Exit 2)																							
	AM											PM												
From Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Sunday	1	1	1	1	1	1	1	1	2	2	2	3	3	3	3	2	2	2	2	2	1	1	1	1
Monday	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	2	2	1	1	1
Tuesday	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	2	2	1	1	1
Wednesday	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	2	2	1	1	1
Thursday	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	2	2	1	1	1
Friday	1	1	1	1	1	1	2	2	2	2	3	3	3	3	3	3	3	3	3	2	2	1	1	1
Saturday	1	1	1	1	1	1	1	2	2	2	2	3	3	3	3	2	2	2	2	2	2	1	1	1
Legend	Auxillary Lanes do not count as a through freeway lane																							
1	Provide at least one through freeway lane open																							
2	Provide at least two through freeway lane open																							
3	Provide at least three through freeway lanes open																							

2026 Freeway Lane Requirements																								
Limits:	Westbound IH 94 - St. Croix River to Carmichael Road (Exit 2)																							
	AM											PM												
From Hour to hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Sunday	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Monday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Tuesday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Wednesday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Thursday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Friday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Saturday	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Legend	Auxillary Lanes do not count as a through freeway lane																							
1	Provide at least one through freeway lane open																							
2	Provide at least two through freeway lane open																							
3	Provide at least three through freeway lanes open																							

- 3L means 3 travel lanes open
- 2L means 2 travel lanes open
- Auxiliary lanes do not count as a travel lane.

Any closures outside of the allowable lane closure times will incur a Lane Rental Fee Assessment.

Ramp Closures

EB and WB IH 94 off-ramp to STH 35:

Pre-Stage (2025 construction): IH 94 EB off-ramp to STH 35 NB – Daily night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM. IH 94 WB off-ramp to STH 35 NB – Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

Stage 5: Closure not allowed.

EB and WB IH 94 off-ramp to MN 95:

Pre-Stage (2025 construction): Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

Stage 5: Closure not allowed.

SB STH 35 on-ramp to WB IH 94:

Pre-Stage (2025 construction): STH 35 SB on-ramp to IH 94 WB – Daily night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM. Detour required. STH 35 SB on-ramp to IH-94 EB – Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

Stage 5: STH 35 SB on-ramp to IH 94 WB – Daily night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM. Detour required. STH 35 SB on-ramp to IH-94 EB – Closure not allowed.

SB STH 35 on-ramp to EB IH 94:

Pre-Stage (2025 construction): Closure not allowed.

Stage 1: Closure not allowed.

Stage 2: Closure not allowed.

Stage 3: Closure not allowed.

Stage 4: Closure not allowed.

Stage 5: Closure not allowed.

Detours

During Pre-Stage (2025 construction) and Stage 5 (2026 construction) traffic using the STH 35 SB on-ramp to IH 94 WB ramp will be detoured east along IH 94 EB, through the Carmicheal Road interchange, and then back west along IH 94 WB.

During Pre-Stage (2025 construction) traffic using the STH 35 NB exit ramp from IH 94 EB will be detoured east along IH 94 EB, through the Carmichael Road interchange, and then back west along IH 94 WB to the STH 35 NB off-ramp.

Stages 1, 2, 3, and 4 will not include any detour routes. Install the required traffic control and detour signs as shown on the plans prior to the closure. Remove the traffic control devices once the work has been completed. Do not reveal advance warning signs and detour signs until the detour is in effect.

Pedestrian Traffic

Place temporary pedestrian and bicycle closure barricades on Sidewalk/Trail as described in the plans. Install signage as described in the plans on both the WI and MN side of the sidewalk/trail.

Traffic Staging

Maintain traffic as shown on the plans and briefly described below. Installation of traffic control items for each stage and incidental work shall be completed between 11 PM and 5 AM. The contractor will be charged a lane rental fee if the subsequent stage is not installed and functioning by the 5 AM deadline.

Pre-Stage (2025 Construction):

- IH 94 WB: Overnight lane and shoulder closures. Only one IH 94 WB lane may be closed during the closure period.
- IH 94 EB: Overnight lane and shoulder closures. Only one IH 94 EB lane may be closed during the closure period.
 - Anticipated Work: Remove and replace the existing HMA pavement areas shown in the plan.

Stage 1:

- IH 94 WB traffic will be reduced from three lanes to two. The IH 94 WB traffic will begin splitting east of the 11th St overpass.
- The outside IH 94 WB lane will remain on the WB side of the median, maintaining one lane of traffic across the bridge, and merging back together with the inside WB lane near the MN 95 underpass. The outside IH 94 WB lane will allow for through traffic, along with access to the ramps at STH 35 and MN 95.
- The inside IH 94 WB lane will crossover the existing median west of the 11th St overpass, continue westward on the EB side of the median across the bridge, cross back over the median, and merge back together with the outside WB lane near the MN 95 underpass. The inside IH 94 WB lane will not have access to the ramps at STH 35 or MN 95.

- Three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. The IH 94 EB lanes will be shifted to accommodate the opposing single IH 94 WB lane. Ramp access to MN 95 and STH 35 will be maintained.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, and begin work on modular block retaining wall.

Stage 2:

- IH 94 WB traffic will be reduced from three lanes to two. The IH 94 WB traffic will begin splitting east of the 11th St overpass.
- The outside IH 94 WB lane will remain on the WB side of the median, maintaining one lane of traffic across the bridge, and merging back together with the inside WB lane near the MN 95 underpass. The outside IH 94 WB lane will allow for through traffic, along with access to the ramps at STH 35 and MN 95.
- The inside IH 94 WB lane will crossover the existing median west of the 11th St overpass, continue westward on the EB side of the median across the bridge, cross back over the median, and merge back together with the outside WB lane near the MN 95 underpass. The inside IH 94 WB lane will not have access to the ramps at STH 35 or MN 95.
- Three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. The IH 94 EB lanes will be shifted to accommodate the single opposing IH 94 WB lane. Ramp access to MN 95 and STH 35 will be maintained.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, beam guard replacement, minor grading, restoration, remove and replace existing HMA shoulders, and continued work on modular block retaining wall.

Stage 3:

- IH 94 WB traffic will be reduced from three lanes to two.
- IH 94 WB lanes will allow for through traffic, along with access to the ramps at STH 35 and MN 95. The IH 94 WB lanes will be shifted to accommodate for the two opposing IH 94 EB lanes.
- The three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. IH 94 EB traffic will begin splitting just east of the MN 95 underpass. The inside and middle IH 94 EB lanes will crossover the median, continue eastward on the WB side of the roadway across the bridge, cross back over the median west of the 11th St. overpass and merge back together with the outside EB lane on the Wisconsin side of the project. The IH 94 EB inside and middle lanes will not have access to the ramps at MN 95 and STH 35. The IH 94 EB outside lane will remain on the EB side of the median allowing for through traffic, along with access to the ramps at STH 35 and MN 95.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, remove and replace pedestrian railing, beam guard, minor grading, restoration, and continued work on modular block retaining wall.

Stage 4:

- IH 94 WB traffic will be reduced from three lanes to two.

- IH 94 WB lanes will allow for through traffic, along with access to the ramps at STH 35 and MN 95. The IH 94 WB lanes will be shifted to accommodate for the two opposing IH 94 EB lanes.
- The three lanes of IH 94 EB will be maintained at all times. A fourth lane of IH 94 EB will be maintained between the MN 95 on-ramp and STH 35 off-ramp. IH 94 EB traffic will begin splitting just east of the MN 95 underpass. The inside and middle IH 94 EB lanes will crossover the median, continue eastward on the WB side of the roadway across the bridge, cross back over the median west of the 11th St. overpass and merge back together with the outside EB lane on the Wisconsin side of the project. The IH 94 EB inside and middle lanes will not have access to the ramps at MN 95 and STH 35. The IH 94 EB outside lane will remain on the EB side of the median allowing for through traffic, along with access to the ramps at STH 35 and MN 95.
- Pedestrian sidewalk/trail closed.
 - Anticipated Work: Approach slab replacement, bridge rehabilitation, and finish work on modular block retaining wall.

Stage 5:

- IH 94 EB and WB traffic will be fully open to three lanes in each direction.
- STH 35 SB on-ramp to IH 94 WB night closure allowed 11:00 PM – 5:00 AM; Monday PM – Thursday AM for curb replacement, temp widening removal, and final shouldering. Detour required.

Wisconsin Lane Closure System Advance Notification

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

Temporary Regulatory Speed Limit Reduction

Establish a statutory 60 mph speed limit zone for Interstate 94 during the construction project

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two lane two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs and reestablish 70 mph.

47. Wall Modular Block Gravity R-55-29, Item SPV.0165.02

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

B.2 Design Requirements

It is the responsibility of the Contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form [DT2329](#) with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block (front face to back face) shall be included in the design computations and shown on the wall shop drawings. Blocks must have a minimum width of 8 inches. Block widths may vary among courses, but shall consist of only a single block. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete or base aggregate leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Concrete leveling pads shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

Base aggregate leveling pads shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1 1/4-inch in conformance with standard spec 305.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured in accordance with ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1 3/4 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

For base aggregate leveling pad conform to item 305.0120 Base Aggregate Dense 1 1/4-Inch.

B.3.2 Material Testing

Provide independent quality verification testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140	6 max. ^[3]	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples	ASTM C1262 ^[1]	1.0 max. ^{[2][3]} 1.5 max. ^{[2][3]}	N/A

50 cycles, 4 of 5 samples			
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- [1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.
- [2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.
- [3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

The contractor and fabricator shall coordinate with the independent testing agency to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number and lot size

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate Size No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular Backfill Grade 1 as contained in 209.2.2 of the standard spec. The Contractor may substitute Type A Backfill for Granular Backfill Grade 1.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the wall and the leveling pad shall be in accordance to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan.

D Measurement

The department will measure Wall Modular Block Gravity by the square foot acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

The department will pay for accepted measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Wall Modular Block Gravity B-55-29	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for railings, and other items above the wall cap or coping.SPV.0165.02 (20180523)

Schedule of Items

Attached, dated April 1, 2025, are the revised Schedule of Items Pages 4 and 11.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 191, 207, 217, 218, 214, 220, and 221.

END OF ADDENDUM

GENERAL NOTES

DRAWINGS SHALL NOT BE SCALED.
BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.
BEVEL EXPOSED EDGES OF CONCRETE 1/4" UNLESS OTHERWISE NOTED.
DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE PLANS.

ALL CONCRETE REMOVAL SHALL BE DEFINED BY A 1" DEEP SAW CUT UNLESS SHOWN OR NOTED OTHERWISE.
AFTER FABRICATION, BUT BEFORE SHIPMENT, STRAIGHTEN STEEL EXTRUSIONS SUCH THAT THEY SHALL BE FREE FROM WARP, TWIST, AND SWEEP.
NO EXPANSION JOINT PROTRUSIONS PERMITTED ABOVE ROADWAY SURFACE. ON PARAPET ROADWAY FACE ON ABOVE SIDEWALK SURFACE (FOR RAISED SIDEWALKS).
THE EXPANSION JOINT SEALS SHALL BE PLACED, BONDED, AND SEALED AS RECOMMENDED BY THE MANUFACTURER. FORM WORK SHALL BE PLACED BETWEEN THE SUPPORT BOXES TO PREVENT CONCRETE INTRUSION INTO THE SUPPORT BOX. A TECHNICAL EVALUATION PRIOR TO SETTING THE JOINT ASSEMBLY INTO POSITION, THE PROJECT ENGINEER SHALL DETERMINE THE PROPER JOINT OPENING.

EXPANSION JOINT EXTRUSIONS SHALL BE FABRICATED TO CONFORM TO ROADWAY CROWN AND GRADE FABRICATION. MEANS OF KEEPING GALVANIZED EXTRUSIONS FROM CORROSION SHALL BE SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

ALL MATERIAL IN THE EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS, PARAPET PLATES, SIDEWALK PLATES, AND HARDWARE SHALL BE PAID AT THE UNIT PRICE FOR STP "EXPANSION DEVICE MODULAR", LF.

FABRICATOR SHALL PROVIDE MEANS OF KEEPING GALVANIZED EXTRUSIONS AND SMOOTH DURING SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

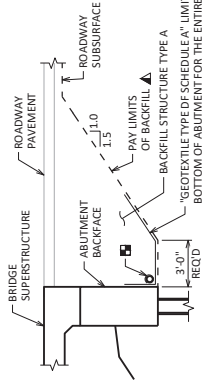
SANDBLAST PLATES, SUPPORTS AND EXTRUSIONS AFTER FABRICATION IN ACCORDANCE WITH SSPC SP. 16 "COMMERCIAL BLAST CLEANING". AFTER BLAST CLEANING, THE PLATES, SUPPORTS AND EXTRUSIONS SHALL BE HOT DIPPED GALVANIZED. SLIP-RESISTANT SURFACE IS APPLIED TO SIDEWALK COVER PLATES BY THE MANUFACTURER AND THEN HOT DIPPED GALVANIZED TO THEIR RECOMMENDATIONS TO MAINTAIN THE INTEGRITY OF THIS SURFACE.

ALL MATERIAL IN EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS AND HARDWARE SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE", LF.
BLASTING, DECK SURFACE PREPARATIONS, AND TRANSITIONAL AREAS ARE INCLUDED IN THE BID ITEM "POLYMER OVERLAY".

ALL EXISTING STRUCTURAL STEEL 12- FEET FROM ABUTMENTS AND 6- FEET EITHER SIDE OF HINGES SHALL BE PAINTED. THE COLOR OF EPOXY SHALL BE 20059.

UTILIZE EXISTING BAR STEEL REINFORCING WHERE SHOWN AND EXTEND 24 BAR DIAMETERS INTO NEW WORK, UNLESS SPECIFIED OTHERWISE.

AFTER CLEANING THE EXISTING PARAPETS, APPLY PIGMENTED SURFACE SEALER TO THE TOP AND INSIDE FACES. BOTH SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.
EXISTING BEARINGS TO BE CLEANED AND PAINTED AT ABUTMENTS.



TYPICAL SECTION THRU ABUTMENT

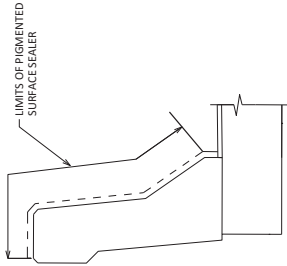
- ▲ BACKFILL PAY LIMITS. BACKFILL BEYOND PAY LIMITS SHALL BE INCIDENTAL TO EXCAVATION FOR STRUCTURES. LIMITS OF EXCAVATION SHALL BE DETERMINED BY THE CONTRACTOR.
- ▣ PIPE UNDERDRAIN WRAPPED (6-INCH), SLOPE 0.5% MIN. TO SUITABLE DRAINAGE. ATTACH RODENT SHIELD AT ENDS OF PIPE UNDERDRAIN.

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTALS
203.0270	REMOVING STRUCTURE OVER WATERWAY DEBRIS CAPTURE (B-55-61)	EACH	1
203.0335	DEBRIS CONTAINMENT OVER WATERWAY (B-55-61)	EACH	1
204.0375	REMOVING CONCRETE SLOPE PAVING	SF	25
206.1001	EXCAVATION FOR STRUCTURES BRIDGES (B-55-61)	EACH	1
210.1500	BACKFILL STRUCTURE TYPE A	TON	410
502.0100	CONCRETE MASONRY BRIDGES	CY	165
502.3101	EXPANSION DEVICE	LF	125
502.3111.S	EXPANSION DEVICE MODULAR	LF	188
502.3210	PIGMENTED SURFACE SEALER	SF	2,405
502.4205	ADHESIVE ANCHORS NO. 5 BARS	EACH	233
505.0600	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	18,680
509.0301	PREPARATION DECK TYPE 1	SF	115
509.0310.S	SAWING PAVEMENT DECK PREPARATION AREAS	LF	130
509.1000	JOINT REPAIR	SF	181
509.1500	CONCRETE SURFACE REPAIR	SF	360
509.2100.S	CONCRETE MASONRY DECK REPAIR	CY	7
509.5100.S	POLYMER OVERLAY	SF	15,835
509.9015.S	REMOVING POLYMER OVERLAY (B-55-61)	SF	15,835
509.9050.S	CLEANING PARAPETS	LF	47.50
511.1200	TEMPORARY SHORING (B-55-61)	SF	815
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	SF	18
517.0901.S	PREPARATION AND COATING OF TOP FLANGES B-55-61	EACH	1
517.3001.S	STRUCTURE OVERCOATING CLEANING AND PRIMING B-55-61	EACH	1
517.4001.S	CONTAINMENT AND COLLECTION OF WASTE MATERIALS B-55-61	EACH	1
517.6001.S	PORTABLE DECONTAMINATION FACILITY	EACH	1
604.0400	SLOPE PAVING CONCRETE	SF	105
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	2
618.7010	INLET PROTECTION TYPE B	EACH	10
652.0210	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1/2-INCH	LF	26
652.0220	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/2-INCH	LF	26
652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF	26
690.0250	SAWING CONCRETE	LF	125
SPV.0060	CLEANING AND PAINTING ABUTMENT BEARINGS B-55-61	EACH	12
	NON-BID ITEMS		
	FILLER	SIZE	3/4", 3/2"

**

*



PIGMENTED SURFACE SEALER DETAIL

* CONCRETE SURFACE REPAIR UNDISTRIBUTED FOR ABUTMENTS, WINGS, PARAPETS, AND PIER 8 CAP, OR AS DIRECTED BY THE ENGINEER

1

** PREPARATION DECK TYPE 1, PREPARATION DECK TYPE 2, AND PIGMENTED SURFACE SEALER SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE MODULAR", LF. PREPARATION DECK TYPE 1, PREPARATION DECK TYPE 2, AND PIGMENTED SURFACE SEALER SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE MODULAR", LF. PREPARATION DECK TYPE 1, PREPARATION DECK TYPE 2, AND PIGMENTED SURFACE SEALER SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE MODULAR", LF.

Addendum No. 02
ID 1020-00-80
Revised Sheet 191
April 1, 2025

03/28/2025
EMK



03/27/2025

NO.	DATE	REVISION NOTE	BY
A	3/26/2025	REVISED NOTE	AYRES
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION			
STRUCTURE		B-55-61	MN 9400
DESIGNED BY		DIS	LCYD
CHECKED BY		DIS	LCYD
GENERAL NOTES & QUANTITIES		191	
SHEET		3 OF 16	

GENERAL NOTES

DRAWINGS SHALL NOT BE SCALED.

BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

BEVEL EXPOSED EDGES OF CONCRETE 1/4" UNLESS OTHERWISE NOTED.

DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE PLANS.

ALL CONCRETE REMOVAL SHALL BE DEFINED BY A 1" DEEP SAW CUT UNLESS SHOWN OR NOTED OTHERWISE.

AFTER FABRICATION, BUT BEFORE SHIPMENT, STRAIGHTEN STEEL EXTRUSIONS SUCH THAT THEY SHALL BE FREE FROM WARP, TWIST, AND SWEEP.

NO EXPANSION JOINT PROTRUSIONS PERMITTED ABOVE ROADWAY SURFACE. ON PARAPET ROADWAY FACE ON ABOVE SIDEWALK SURFACE (FOR RAISED SIDEWALK).

THE EXPANSION JOINT SEALS SHALL BE PLACED, BONDED, AND SEALED AS RECOMMENDED BY THE MANUFACTURER. FORM WORK SHALL BE PLACED BETWEEN THE SUPPORT BOXES TO PREVENT CONCRETE INTRUSION INTO THE SUPPORT BOX. A TECHNICAL EVALUATION, PRIOR TO SETTING THE JOINT ASSEMBLY INTO POSITION, THE PROJECT ENGINEER SHALL DETERMINE THE PROPER JOINT OPENING.

EXPANSION JOINT EXTRUSIONS SHALL BE FABRICATED TO CONFORM TO ROADWAY CROWN AND GRADE. FABRICATOR SHALL PROVIDE MEANS OF KEEPING GALVANIZED EXTRUSIONS AND HARDWARE FROM CORROSION DURING SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

ALL MATERIAL IN THE EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS, PARAPET "EXPANSION DEVICE MODULAR", LF.

FABRICATOR SHALL PROVIDE MEANS OF KEEPING GALVANIZED EXTRUSIONS AND SMOOTH DURING SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

SANDBLAST PLATES, SUPPORTS AND EXTRUSIONS AFTER FABRICATION IN ACCORDANCE WITH SSPC SP. #6 "COMMERCIAL BLAST CLEANING". AFTER BLAST CLEANING, THE PLATES, SUPPORTS AND EXTRUSIONS SHALL BE HOT DIPPED GALVANIZED. SLIP-RESISTANT SURFACE IS APPLIED TO SIDEWALK COVER PLATES BY THE MANUFACTURER AND THEN HOT DIPPED GALVANIZED TO THEIR RECOMMENDATIONS TO MAINTAIN THE INTEGRITY OF THIS SURFACE.

ALL MATERIAL IN EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS AND HARDWARE SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE", LF.

BLASTING, DECK SURFACE PREPARATIONS, AND TRANSITIONAL AREAS ARE INCLUDED IN THE BID ITEM "POLYMER OVERLAY".

ALL EXISTING STRUCTURAL STEEL 25- FEET FROM WEST ABUTMENT AND 12- FEET FROM THE EAST ABUTMENT, AND ALL EXISTING STRUCTURAL STEEL 25- FEET EAST OF THE END AND 12- FEET WEST OF THE HINGE SHALL BE PAINTED. THE COLOR OF EPOXY SHALL BE 20059.

UTILIZE EXISTING BAR STEEL REINFORCING WHERE SHOWN AND EXTEND 24 BAR DIAMETERS INTO NEW WORK, UNLESS SPECIFIED OTHERWISE.

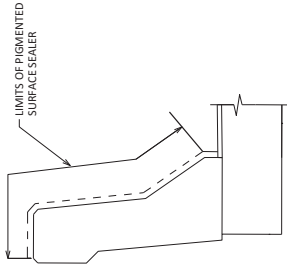
AFTER CLEANING THE EXISTING PARAPETS, APPLY PIGMENTED SURFACE SEALER TO THE TOP AND INSIDE FACES. BOTH SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.

EXISTING BEARINGS TO BE CLEANED AND PAINTED AT ABUTMENTS.

CLEAN AND PAINT KNEE BRACES AT OVERHEAD SIGN STRUCTURES.

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTALS
203.0270	REMOVING STRUCTURE OVER WATERWAY DEBRIS CAPTURE (B-55-126)	EACH	1
203.0335	DEBRIS CONTAINMENT OVER WATERWAY (B-55-126)	EACH	1
502.0100	CONCRETE MASONRY BRIDGES	CY	79
502.3111.5	EXPANSION DEVICE MODULAR	LF	240
502.3219	PIGMENTED SURFACE SEALER	SF	3,590
502.3105	ADHESIVE ANCHORS 5/8" INCH	EACH	7146
502.3265	ADHESIVE ANCHORS NO.5 BARS	EACH	142
505.0600	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	13,680
509.0301	PREPARATION DECKS TYPE 1	SF	405
509.0310.5	SAWING PAVEMENT DECK PREPARATION AREAS	LF	241
509.1000	JOINT REPAIR	SF	160
509.1500	CONCRETE SURFACE REPAIR	SF	200
509.2100.5	CONCRETE MASONRY DECK REPAIR	CY	23
509.5100.5	POLYMER OVERLAY	SF	18,000
509.5015.5	REMOVING POLYMER OVERLAY (B-55-126)	SF	18,000
509.5050.5	CLEANING PARAPETS	LF	71.25
513.7011	RAILING STEEL TYPE C2	LF	2,382
517.0901.5	PREPARATION AND COATING OF TOP FLANGES B-55-126	EACH	1
517.3001.5	STRUCTURE OVERCOATING CLEANING AND PRIMING B-55-126	EACH	1
517.4001.5	CONTAINMENT AND COLLECTION OF WASTE MATERIALS B-55-126	EACH	1
517.6001.5	PORTABLE DECONTAMINATION FACILITY	EACH	1
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	2
628.7010	INLET PROTECTION TYPE B	EACH	10
652.0220	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/2- INCH	LF	54
652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2- INCH	LF	54
690.0250	SAWING CONCRETE	LF	160
SPV.0060	CLEANING AND PAINTING ABUTMENT BEARINGS B-55-126	EACH	14
	NON-BID ITEMS	SIZE	3/4", 3/8"
	FILLER		



PIGMENTED SURFACE SEALER DETAIL

* CONCRETE SURFACE REPAIR UNDISTRIBUTED FOR ABUTMENTS, WINGS, PARAPETS, AND PIER 7 CAP, OR AS DIRECTED BY THE ENGINEER.

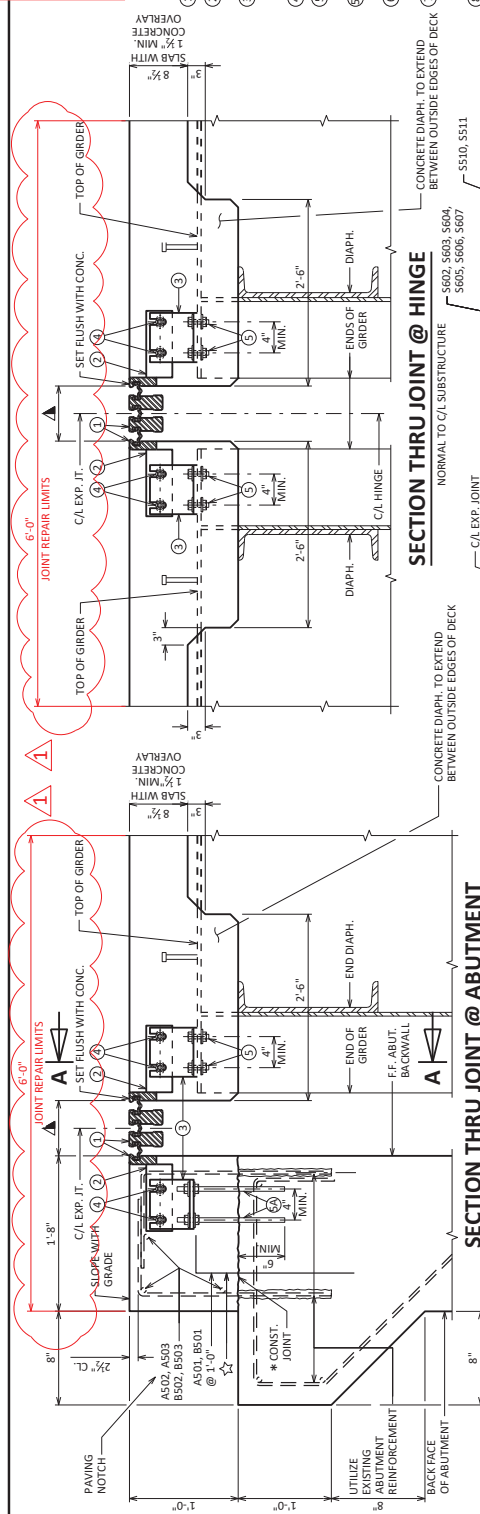
** PREPARATION DECKS TYPE 1, PREPARATION DECKS TYPE 2, AND FULL-DEPTH CONCRETE REPAIRS SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER. DECK PREPARATION AND FULL-DEPTH DECK REPAIRS SHALL BE FILLED WITH "CONCRETE MASONRY DECK REPAIR".

04/01/2025



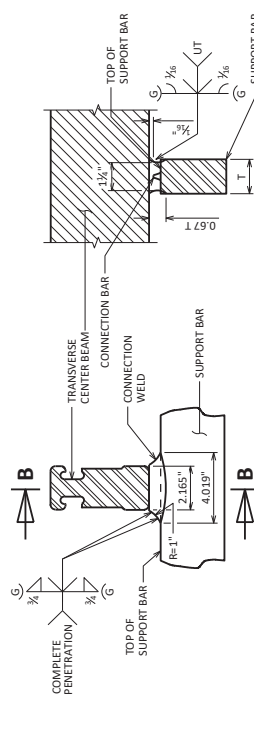
3/31/2025	ADHESIVE ANCHORS	AYRES
3/26/2025	REVISED NOTE	AYRES
NO.	DATE	REVISION
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION		
STRUCTURE B-55-126 MN 82800		
DESIGNED BY	DRAWN BY	CHECKED BY
GENERAL NOTES & QUANTITIES		
SHEET 3 OF 15		
207		

Addendum No. 02
ID 1020-00-80
Revised Sheet 214
April 1, 2025

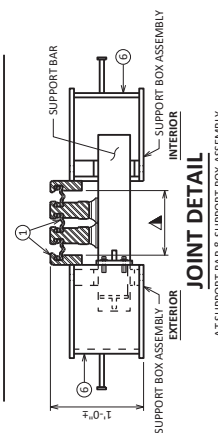


SECTION THRU JOINT @ ABUTMENT

NORMAL TO C/L SUBSTRUCTURE

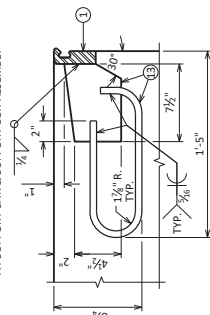


MODULAR EXPANSION JOINT CONNECTION DETAIL AND WELD SPECIFICATION



JOINT DETAIL

TSUPPORT BAR & SUPPORT BOX ASSEMBLY



ANCHORAGE DETAIL

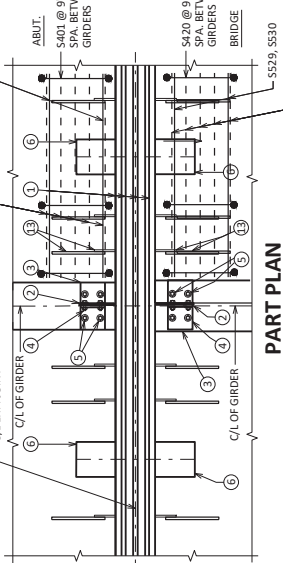
PLACE ADJACENT TO SUPPORT BOXES IN
PAVING BLOCK @ ABUT. & IN DECK @ CONC. DIAPH.



NORMAL TO C/I SUBSTRUCTURE

5602, 5603, 5604,
5605, 5606, 5607

INT



PART PLAN

NOTE: _____
 THE MODULAR EXPANSION DESIGN AND DETAILS ARE SPECIFIC TO THE
 MANUFACTURER SELECTED FROM THOSE LISTED IN THE SPECIAL PROVISIONS.
 5621, 5622, 5623, 5624, 5625, 5626

GENERAL NOTES

ONE FIELD SPLICE PERMITTED IN STEEL EXTRUSIONS. DETAILS SHALL BE SUBMITTED FOR APPROVAL. NO SPLICING PERMITTED IN NEOPRENE GLAND.

AFTER FABRICATION, BUT BEFORE SHIPMENT, STRAIGHTEN STEEL EXTRUSIONS SUCH THAT THEY SHALL BE FREE FROM WARP, TWIST & SWEEP.

NO EXPANSION JOINT PROTRUSIONS PERMITTED ABOVE ROADWAY SURFACE, ON "PAVEMENT" ROADWAY FACE OR ABOVE SIDEWALK SURFACE (FOR SEALED SIDEWALK).

EXPANSION JOINT EXTRUSIONS SHALL BE FABRICATED TO CONFORM TO ROADWAY CROWN & GRADE. FABRICATOR SHALL PROVIDE MEANS OF KEEPING GALVANIZED EXTRUSIONS CLEAN & SMOOTH DURING SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

SANDBLAST BARS, PLATES, WT-SECTION, ANCHORAGE LOOP, & EXTRUSIONS AFTER FABRICATION IN ACCORDANCE WITH SSPC SP. #6 "COMMERCIAL BLAST CLEANING".

ALL MATERIAL IN THE EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS, PARAPET PLATES, SIDEWALK PLATES, AND HARDWARE SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE MODULAR B-55-126".

BAR STEEL REINF. IN DECK AND CONC. DIAPHRAGM SHALL BE RESPAVED AS NECESSARY TO ALLOW PLACEMENT OF JOINT ASSEMBLY. TOP TRANSVERSE BARS, ADJACENT TO MOD. JT., TO BE CUT AND PLACED BETWEEN JT. SUPPORT SYSTEM.

TEMP. TABLE


TEMPERATURE TABLE FOR SETTING JOINT OPENINGS TO BE DETERMINED BY JOINT MANUFACTURER WITH THE FOLLOWING DESIGN DATA:

1.	1/4" IN. OF MOVEMENT PER 10° F
2.	MEDIA: 100% POLYURETHANE
3.	TEMP. RANGE IN TABLE FROM (-15°F) TO (+95°F).

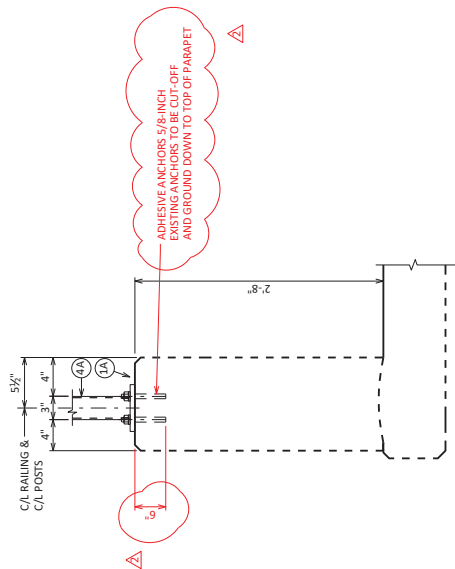
A TABLE OF JOINT OPENINGS BASED ON ABOVE DATA SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.



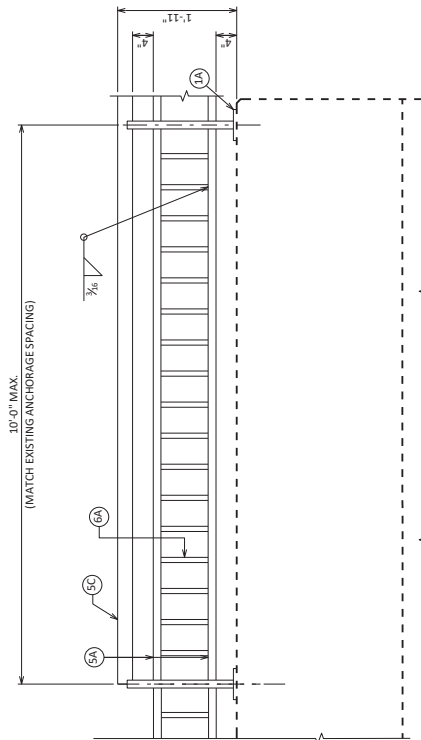
03/27/2025

 3/26/2025	JOINT REPAIR LIMITS		AYRES
	NO.	DATE	BY
STATE OF WISCONSIN			
DEPARTMENT OF TRANSPORTATION			
STRUCTURES DESIGN SECTION			
STRUCTURE		B-55-126 MN 82800	
TOWNSHIP		DIS CO AEB	
BY		SHEET 10 OF 15	
MODULAR EXPANSION JOINT		214	

STATE PROJECT NUMBER
1020-00-80
MN S.P. 8281-06



SECTION THRU PARAPET



ELEVATION OF RAILING

Addendum No. 02
ID 1020-00-80
Revised Sheet 217
April 1, 2025



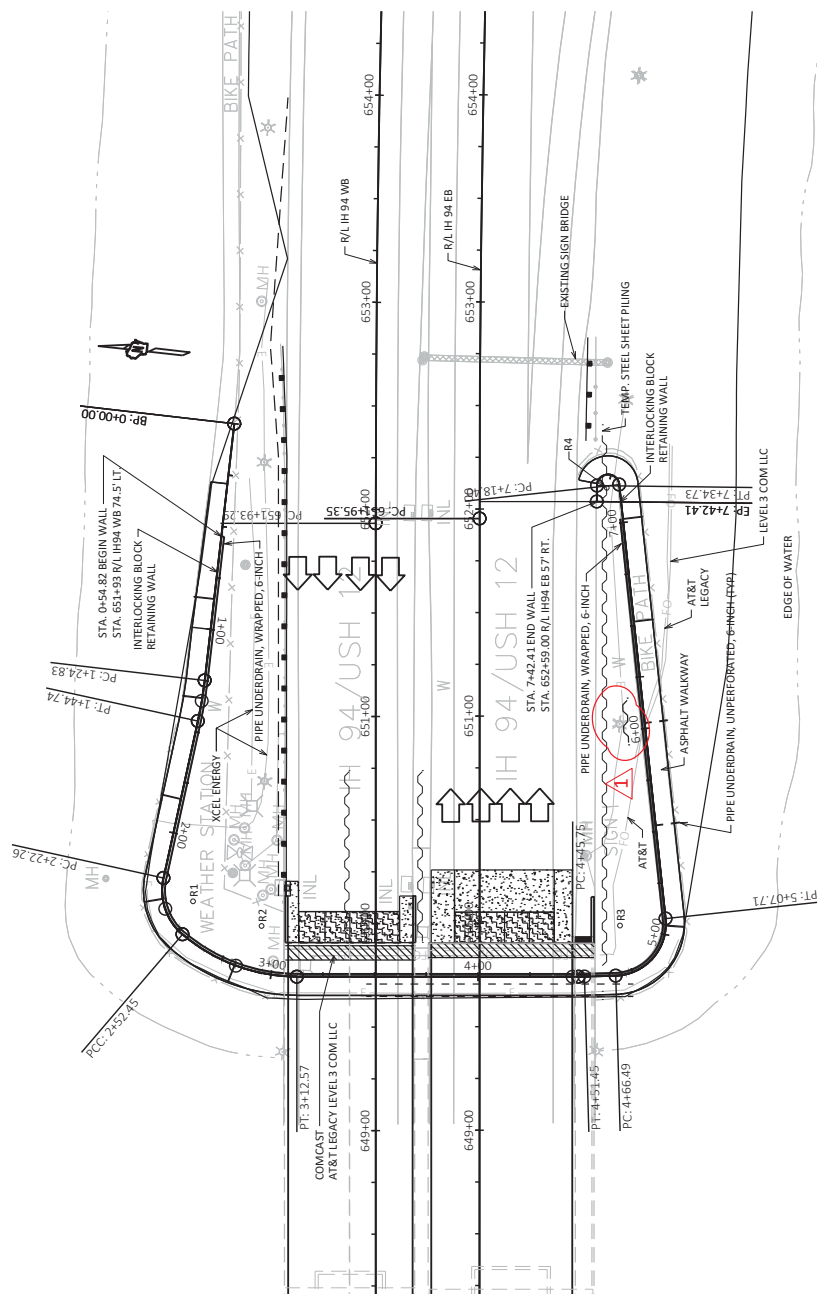
[Signature]
04/01/2025
EMK

03/31/2025

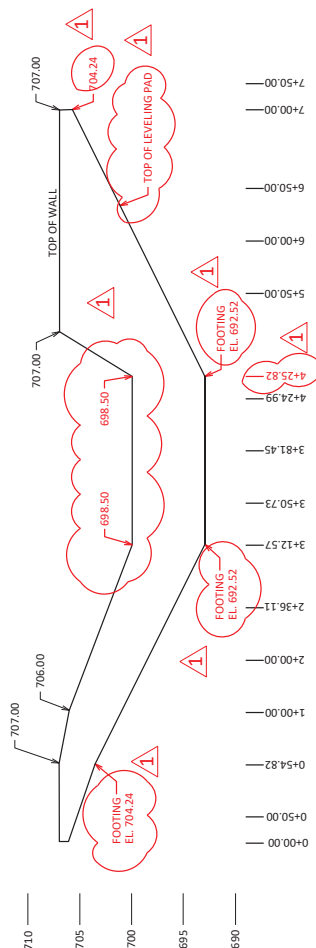
NO.	3/31/2025	ADHESIVE ANCHORS	AYRES
DATE	REVISION	BY	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION			
STRUCTURE B-55-126 MN 82800		DRAWN BY	AYRES
		CHECKED BY	ALB
COMBINATION RAILINGS TYPE C2		SHEET 13 OF 15	
		217	

DESIGN DATA

WALL STATION	TOP OF WALL E.L.	FINISHED GRADE E.L.
0+0.00	707.00	705.65
0+5.00	707.00	705.13
1+0.00	706.00	703.78
1+5.00	704.90	701.85
2+0.00	703.95	700.61
2+5.00	703.00	697.51
3+0.00	698.50	696.66
3+5.00	698.50	694.69
4+0.00	698.50	694.53
4+5.00	698.50	694.89
5+0.00	705.10	696.40
5+5.00	707.00	698.50
6+0.00	707.00	703.90
6+5.00	707.00	703.16
7+0.00	707.00	705.74
7+42.41	707.00	707.86



INTERLOCKING BLOCK RETAINING WALL



INTERLOCKING BLOCK RETAINING WALL ELEVATION

STA 10+50 TO STA 16+75

STRUCTURE DESIGN CONTACTS:
AARON BOK (608)-261-1111
ARLEN BEAUDETTE (715)-833-1111

03/31/2025

Addendum No. 02
ID 1020-00-80
Revised Sheet 220
April 1, 2025



LIST OF DRAWINGS:

1. GENERAL PLAN
2. GENERAL NOTES, DETAILS, & QUANTITIES
3. SUBSTRUCTURE EXPLORATION

03/31/2025

NO	DATE	REVISION	BY
	3/31/2025	TEMPORARY SHORING	AYRES

AYRES
3433 Oakwood Hills Parkway
Eau Claire, WI 54701
www.AyresAssociates.com

8

STRUCTURE R-55-29

1-94 OVER ST. CROIX RIVER									
COUNTY			ST. CROIX		CITY		HUDSON		
DESIGN SPEC.									
AAAASHITO LRFD BRIDGE DESIGN SPECIFICATION									
DESIGNED BY		BS		DESIGNED BY		AEB		DRAWN BY	
C'D		C'D		C'D		C'D		C'D	
AEB		AEB		AEB		AEB		AEB	
DRS		DRS		DRS		DRS		DRS	
C'D		C'D		C'D		C'D		C'D	
AEB		AEB		AEB		AEB		AEB	

GENERAL PLAN

STRUCTURE DESIGN CONTACTS:

AARON BONK	(608)-261-0261
ARLEN BEAUDETTE	(715)-834-3161

U.D.

DATE: _____

GENERAL NOTES

1. DRAWINGS SHALL NOT BE SCALED.
2. ALL WALL STATIONING AND OFFSETS ARE GIVEN TO THE FRONT FACE OF WALL R-55-29.
3. COORDINATE THE CONSTRUCTION OF RETAINING WALL R-55-29 WITH THE JOINT REPAIRS AT THE EAST ABUTMENT OF BRIDGE B-55-61 AND B-55-126.
4. THE DESIGN OF THE WALL IN FRONT OF THE ABUTMENT SHALL INCLUDE THE HORIZONTAL EARTH LOADS AND 100 PSF LIVE LOAD SURCHARGE ACTING ON THE BACK OF THE ABUTMENT BEHIND THE BEAM SEAT.
5. THE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS NECESSARY TO AVOID DAMAGE.
6. AT THE BACK FACE OF WALL ALL VOLUME WHICH CANNOT BE PLACED BEFORE WALL CONSTRUCTION AND IS NOT OCCUPIED BY THE NEW STRUCTURE SHALL BE BACKFILLED WITH STRUCTURE BACKFILL.
7. THE QUANTITY FOR BACKFILL STRUCTURE IS CALCULATED BASED ON THE DETAIL SHOWN IN THE PLANS.
8. THE PLAN QUANTITY FOR THE BID ITEM "WALL MODULAR BLOCK MECHANICALLY STABILIZED EARTH" IS BASED ON A WALL TO A CONSTANT DEPTH OF 1'-6" BELOW FINISHED GRADE.
9. BASE AGGREGATE 1 1/4" FOR PAVEMENT REPLACEMENT AREAS AS NEEDED.
10. EXCAVATION TO CONSTRUCT THE WALL MUST NOT AFFECT THE EXISTING DRIVEN PILES OR ABUTMENTS.

SOIL PARAMETERS

SOIL DESCRIPTION	FRICTION ANGLE (DEGREES)	COHESION (PSF)	UNIT WEIGHT (PCF)
GRANULAR BACKFILL (REINFORCING ZONE OR BACKFILL)	34	0	125
RETAINED SOIL	31	0	120
BORING #1			
FINE TO MEDIUM GRAINED SAND	31	0	120
EL. 684.9 TO EL. 699.2			
BORING #2			
FINE TO MEDIUM GRAINED SAND	31	0	120
EL. 689.8 TO EL. 711.3			
BORING #3			
FINE TO MEDIUM GRAINED SAND	31	0	120
EL. 687.2 TO EL. 708.7			
BORING #4			
FINE TO MEDIUM GRAINED SAND	31	0	120
EL. 684.2 TO 708.7			
BORING #5			
FINE TO MEDIUM GRAINED SAND	31	0	120
EL. 693.1 TO EL. 712.6			
BORING #6			
SILTY SAND WITH GRAVEL EL. 693.2 TO EL. 697.7	34	0	125
SILTY SAND TO MEDIUM GRAINED SAND EL. 697.7 TO EL. 699.2	32	0	120

NOTES

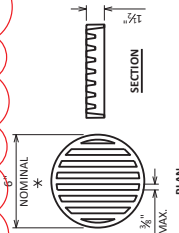
1. THE LENGTHS PROVIDED IN THE TABLE ARE THE MINIMUM REQUIRED REINFORCEMENT LENGTHS BASED UPON THE MINIMUM DESCRIBED IN THE TABLE. THE CONTRACTOR SHALL PROVIDE THE MINIMUM REQUIRED REINFORCEMENT LENGTHS AT THE DESIGNATED LOCATIONS. THESE DESIGNATED LOCATIONS REPRESENT TYPICAL AND CRITICAL WALL LOCATIONS, BUT SHALL NOT BE CONSIDERED ALL INCLUSIVE. THE CONTRACTOR DESIGN LENGTHS SHALL MEET OR EXCEED THE MINIMUM VALUES REPRESENTED IN THE TABLE AT THESE DESIGNATED LOCATIONS.
2. IN THE TABLE AT THE END OF THE TABLE THE MINIMUM REQUIRED REINFORCEMENT LENGTHS ARE BASED ON OVERALL STABILITY PRECEDENCE BY THE WALL DESIGNER. COMPOUND STABILITY IS THE CONTRACTOR'S RESPONSIBILITY.
3. STRATUM LOCATIONS & SOIL DESCRIPTIONS AT EACH BORING LOCATION

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTALS
203.0220	REMOVING STRUCTURE R-55-21	EA	1
204.0110	REMOVING ASPHALTIC SURFACE	SY	715
204.0175	REMOVING CONCRETE SLOPE PAVING	SY	125
206.3001	EXCAVATION FOR STRUCTURES RETAINING WALLS R-55-29	EACH	1
305.0110	BASE AGGREGATE DENSE 3/4-INCH	TON	120
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	TON	120
305.0502.5	SHAPING ROADWAY	STA	8
455.0105	TACK COAT	GAL	96
465.0105	ASPHALTIC SURFACE	TON	123
511.1200	TEMPORARY SHORING R-55-29	SF	3860
604.0400	SLOPE PAVING CONCRETE	SY	125
612.0006	PIPE UNDERDRAIN UNPERFORATED 6-INCH	LF	180
612.0406	PIPE UNDERDRAIN WRAPPED 6-INCH	LF	700
625.0100	TOPSOIL	SY	520
628.1504	SILT FENCE	LF	775
628.1520	EROSION MAT URBAN CLASS 1 TYPE B	SY	150
628.7570	ROCK BAGS	EA	260
629.0205	FERTILIZER TYPE A	CWT	0.4
630.0200	SEEDING MIXTURE NO. 20	LB	22
630.0500	SEED WATER	MGAL	13
645.0111	GEOTEXTILE FABRIC TYPE OF SCHEDULE A	SY	1090
650.5000	CONSTRUCTION STAKING BASE	LF	700
650.6501	CONSTRUCTION STAKING LAYOUT R-55-29	EACH	1
690.0150	SAVING ASPHALT	LF	20
SPV.0166.01	REMOVING AND RESETTING RAILING R-55-29	EA	1
SPV.0166.02	WALL MODULAR BLOCK MECHANICALLY STABILIZED EARTH R-55-29	SF	3450
	WALL MODULAR BLOCK GRAVITY R-55-29	SF	835

WALL EXTERNAL & OVERALL STABILITY EVALUATION

DIMENSIONS	5.0	7.5	11.5	6.0
WALL HEIGHT (FEET)	3.5	6.0	10.0	4.5
MINIMUM LENGTH OF REINFORCEMENT (FEET)	8.0	8.0	8.0	N/A
LENGTH OF REINFORCEMENT TO HEIGHT RATIO	1.6	1.07	0.8	N/A
BORING LOCATION USED	B-5, 6	B-1, 2	B-1 TO 6	B-1, 6
APPROXIMATE WALL STATION	SEE TYPICAL SECTIONS			
CAPACITY TO DEMAND RATIO (CDR)	1.71	1.76	1.22	1.5
SLIDING (CDR > 1.0)	7.40	3.38	1.35	1.5
ECCENTRICITY (CDR > 1.0)	1.02	1.01	N/A	1.02
OVERALL STABILITY (CDR > 1.0)	3.29	2.37	1.09	2.0
BEARING RESISTANCE (CDR > 1.0)	4.000	4.000	4.000	4.000
FACTORED BEARING RESISTANCE (PSF)				



RODENT SHIELD DETAIL

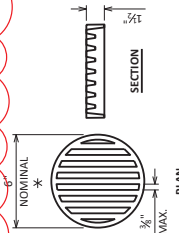
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- THE RODENT SHIELD SHALL BE A PVC GRATE SIMILAR TO THIS DETAIL. THE GRATE IS COMMERCIALY AVAILABLE AS A FLOOR STRAINER. A PIPE COUPLING IS REQUIRED FOR THE ATTACHMENT OF THIS SHIELD TO THE EXPOSED END OF THE UNDERDRAIN. THE RODENT SHIELD SHALL BE INSTALLED WITH TWO OR MORE NO. 10 X 1-INCH STAINLESS STEEL SHEET METAL SCREWS.

TOTAL ESTIMATED QUANTITIES

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SPV.0166.01	REMOVING AND RESETTING RAILING R-55-29	EA	1
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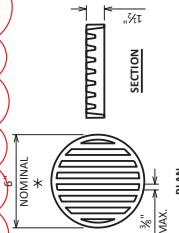
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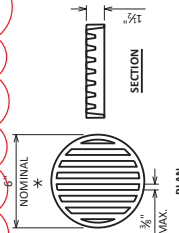
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625.0100	TOPSOIL	SY	520
628.1504	SILT FENCE	LF	775
628.1520	SILT FENCE MAINTENANCE	LF	775
628.2008	EROSION MAT URBAN CLASS 1 TYPE B	SY	150
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630.0120	SEEDING MIXTURE NO. 20	LB	22
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630.0500	SEED WATER	MGAL	13
645.0111	GEOTEXTILE FABRIC TYPE DF SCHEDULE A	SY	1090
650.5000	CONSTRUCTION STAKING BASE	LF	700
650.6501	CONSTRUCTION STAKING STRUCTURE LAYOUT R-55-29	EACH	1
690.0150	SAVING ASPHALT	LF	20
SPV.0060	REMOVING AND RESETTING RAILING R-55-29	EA	1
SPV.0165.01	WALL MODULAR BLOCK MECHANICALLY STABILIZED EARTH R-55-29	SF	34.00
SPV.0165.02	WALL MODULAR BLOCK GRAVITY STABILIZED EARTH R-55-29	SF	835.00



Proposal Schedule of Items

Page 4 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	511.1200 Temporary Shoring (structure) 02. R-55-29	3,860.000 SF	_____.	_____.
0090	513.7011 Railing Steel Type C2	2,382.000 LF	_____.	_____.
0092	516.0500 Rubberized Membrane Waterproofing	18.000 SY	_____.	_____.
0094	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0096	517.0901.S Preparation and Coating of Top Flanges (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0098	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0100	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0102	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0104	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0106	517.6001.S Portable Decontamination Facility	2.000 EACH	_____.	_____.
0108	601.0454 Concrete Curb & Gutter Integral 30-Inch Type J	7.000 LF	_____.	_____.
0110	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	176.000 LF	_____.	_____.
0112	603.8000 Concrete Barrier Temporary Precast Delivered	20,911.000 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	SPV.0090 Special 01. Glare Screens Temporary	12,700.000 LF	_____.	_____.
0290	SPV.0090 Special 02. Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast	1,789.000 LF	_____.	_____.
0292	SPV.0090 Special 03. Fill and Restore Existing Concrete Rumble Strips	7,556.000 LF	_____.	_____.
0294	SPV.0090 Special 04. Marking Line Grooved Wet Reflective Contrast Tape 10-Inch	2,031.000 LF	_____.	_____.
0296	SPV.0090 Special 05. Marking Replace Line Contrast Permanent Tape 4-Inch	1,180.000 LF	_____.	_____.
0298	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth R-55-29	3,450.000 SF	_____.	_____.
0300	502.4105 Adhesive Anchors 5/8-inch	7,146.000 EACH	_____.	_____.
0302	SPV.0165 Special 02. Wall Modular Block Gravity R-55-29	835.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

April 4, 2025

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #20: 1020-00-80, WISC 2025121
Hudson - Baldwin
St. Croix River B-55-0061, B-55-0126
IH 94
St. Croix County

Letting of April 8, 2025

This is Addendum No. 03, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
465.0105	Asphaltic Surface	Ton	125	2228	2353
502.4105	Adhesive Anchors 5/8-Inch	Each	7146	-6182	964

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
465.0125	Asphaltic Surface Temporary	Ton	2228	-2228	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
48	Miscellaneous Quantity – add “*” for Asphaltic Surface Item.
207	Structure B-55-126: General Notes & Quantities
218	Structure B-55-126: Combination Rail Type “C2” Details

Schedule of Items

Attached, dated April 4, 2025, are the revised Schedule of Items Pages 1 – 11.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 48, 207,218

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

SEE STRUCTURE PLANS FOR ADDITIONAL QUANTITIES.

REMOVING CONCRETE PAVEMENT, ASPHALTIC SURFACE, AND CURB & GUTTER

CATEGORY	STATION	TO	STATION	LOCATION	204.0100		204.0110		204.0150					
					REMOVING CONCRETE PAVEMENT	SY	REMOVING ASPHALTIC SURFACE	SY	REMOVING CURB & GUTTER	LF				
0010					B-55-0126 APPROACH (EAST SIDE)	268	--	--	--					
					B-55-0061 APPROACH (EAST SIDE)	114	--	--	--					
					EB SHOULDER, RT	--	391	--	--	--				
					EB SHOULDER, LT	--	1,225	--	--	--				
					EB SHOULDER, RT	--	1,058	--	--	--				
					WB ON RAMP SHOULDER, LT	--	943	--	--	173				
					WB ON RAMP SHOULDER, RT	--	1,026	--	--	--				
					WB SHOULDER, LT	--	--	251	--	--				
					WB SHOULDER, RT	--	--	233	--	--				
					WB SHOULDER, LT	--	--	622	--	--				
					WB SHOULDER, RT	--	--	572	--	--				
					WB SHOULDER, LT	--	--	326	--	--				
					WB SHOULDER, RT	--	--	659	--	--				
					FINAL SHOULDER	31	7	--	--	--				
					B-55-0126 APPROACH (WEST SIDE)	--	--	--	--	--				
					B-55-0061 APPROACH (WEST SIDE)	27	--	--	--	--				
					TOTAL 0010					440	7,313	--	--	173

REMOVING GUARDRAIL

204.0165	REMOVING GUARDRAIL	LF		
		STATION	TO	STATION
				LOCATION
	652+33	-	652+83	IH 94 EB
	650+10	-	652+77	IH 94 WB
TOTAL 0010				317

ASPHALTIC SURFACE ITEMS

CATEGORY	STATION	TO	STATION	LOCATION	211.0400		455.0605		465.0100	
					PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS	STA	TACK COAT	GAL	ASPHALTIC SURFACE	TON
0010	651+95	-	655+10	EB SHOULDER, RT	5	36	121			
	653+50	-	664+08	EB SHOULDER, LT	12	123	412			
	654+51	-	664+20	EB SHOULDER, RT	11	106	356			
	652+75 RP	-	661+25 RP	WB ON RAMP SHOULDER, LT	9	95	317			
	655+04	-	664+12	WB SHOULDER, RT	10	103	345			
	666+07	-	668+17	EB SHOULDER, LT	3	26	85			
	666+10	-	668+20	WB SHOULDER, RT	3	24	79			
	670+51	-	675+44	EB SHOULDER, LT	6	63	210			
	670+53	-	675+46	WB SHOULDER, RT	6	58	193			
	687+44	-	690+10	EB SHOULDER, LT	4	33	110			
					B-55-0126 APPROACH (WEST SIDE)	--	--			2
TOTAL 0010					69	667	2,230			

* QUANTITIES LOCATED ELSEWHERE IN THE PLAN.

PROJECT NO: 1020-00-80

HWY: IH 94

COUNTY: ST CROIX

EARTHWORK

DESCRIPTION	FROM/TO STATION	LOCATION	205.0100 COMMON EXCAVATION (1)		SALVAGED/ UNUSABLE PAVEMENT MATERIAL (4)	AVAILABLE PAVEMENT MATERIAL (5)	UNEXPANDED FILL (3)	EXPANDED FILL (13)		MASS ORDINATE +/- (14)	WASTE (15)
			CUT	EBS EXCAVATION				FACTOR			
TEMPORARY WIDENING REMOVAL	653+00/661+23	STH 35 SB TO IH 94 WB RAMP	29	0	5	24	30	13		11	11
SUBTOTAL			29	0	5	24	10	13		11	11
TEMPORARY WIDENING CONSTRUCTION	652+77/661+25	STH 35 SB TO IH 94 WB RAMP	182	0	13	169	30	39		130	130
SUBTOTAL			182	0	13	169	30	39		130	130
GRAND TOTAL			211	0	18	193	40	52		141	141
TOTAL COMMON EXC			211								

NOTES:

(1) CUT INCLUDES SALVAGED/UNUSABLE PAVEMENT MATERIAL

(3) FILL DOES NOT INCLUDE UNUSABLE PAVEMENT EXC VOLUME

(4) SALVAGED/UNUSABLE PAVEMENT MATERIAL DOES NOT SHOW UP IN CROSS SECTIONS

(5) AVAILABLE MATERIAL = CUT - SALVAGED/UNUSABLE PAVEMENT MATERIAL

(13) EXPANDED FILL FACTOR = .00

EXPANDED FILL = UNEXPANDED FILL * FILL FACTOR

CONCRETE PAVEMENT

415.0120	415.0410	416.0610	416.0620	601.0454
CONCRETE PAVEMENT 12-INCH	CONCRETE PAVEMENT APPROACH SLAB	DRILLED TIE BARS	DRILLED DOWEL BARS	CONCRETE CURB & GUTTER
SY	SY	EACH	EACH	INCH TYPE J LF
188	80	60	53	--
B-55-0126 (EAST SIDE)				
B-55-0061 (EAST SIDE)	33	35	46	7
B-55-0126 (WEST SIDE)	--	--	--	--
B-55-0061 (WEST SIDE)	--	--	--	--
TOTAL 0010				
221	220	95	99	7

* QUANTITIES LOCATED ELSEWHERE IN THE PLAN.

BASE AGGREGATE DENSE

FINISHING ROADWAY									
				21.3.0100.01 FINISHING ROADWAY		(PROJECT) 01. 1020-00-80)		EACH	
						PROJECT ID			
STATION	TO	STATION	LOCATION	305.0110 BASE AGGREGATE DENSE 3/4-INCH	TON	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	TON	650.5000 CONSTRUCTION STAKING BASE	LF
651+94	-	655+09	1H 94 EB RT	12		40		--	
653+50	-	664+13	1H 94 EB LT	2		136		--	

FINISHING ROADWAY

213.0100.01	213.0100.01	213.0100.01	213.0100.01	213.0100.01
FINISHING ROADWAY (PROJECT) 01.	FINISHING ROADWAY (PROJECT) 01.	FINISHING ROADWAY (PROJECT) 01.	FINISHING ROADWAY (PROJECT) 01.	FINISHING ROADWAY (PROJECT) 01.
1020-00-80	1020-00-80	1020-00-80	1020-00-80	1020-00-80
PROJECT ID	PROJECT ID	PROJECT ID	PROJECT ID	PROJECT ID
1	1	1	1	1
TOTAL 0010				
1	1	1	1	1

NOTE: ASSUMED 2" OF BASE AGGREGATE DENSE 1 1/4 - INCH FOR PAVEMENT REPLACEMENT AREAS AS NEEDED.

MISCELLANEOUS QUANTITIES

SHEET 48

E

GENERAL NOTES

DRAWINGS SHALL NOT BE SCALED.

BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

BEVEL EXPOSED EDGES OF CONCRETE 1/2" UNLESS OTHERWISE NOTED.

DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE PLANS.

ALL CONCRETE REMOVAL SHALL BE DEFINED BY A 1" DEEP SAW CUT UNLESS SHOWN OR NOTED OTHERWISE.

AFTER FABRICATION, BUT BEFORE SHIPMENT, STRAIGHTEN STEEL EXTRUSIONS SUCH THAT THEY SHALL BE FREE FROM WARP, TWIST, AND SWEEP.

NO EXPANSION JOINT PROTRUSIONS PERMITTED ABOVE ROADWAY SURFACE. ON PARAPET ROADWAY FACE ON ABOVE SIDEWALK SURFACE (FOR RAISED SIDEWALK).

THE EXPANSION JOINT SEALS SHALL BE PLACED, BONDED, AND SEALED AS RECOMMENDED BY THE MANUFACTURER. FORM WORK SHALL BE PLACED BETWEEN THE SUPPORT BOXES TO PREVENT CONCRETE INTRUSION INTO THE SUPPORT BOX. A TECHNICAL EVALUATION, PRIOR TO SETTING THE JOINT ASSEMBLY INTO POSITION, THE PROJECT ENGINEER SHALL DETERMINE THE PROPER JOINT OPENING.

EXPANSION JOINT EXTRUSIONS SHALL BE FABRICATED TO CONFORM TO ROADWAY CROWN AND GRADE. FABRICATION SHALL BE BY MEANS OF KEEPING GALVANIZED EXTRUSIONS AND GROUND ANCHORS IN PLACE AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

ALL MATERIAL IN THE EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS, PARAPET PLATES, SIDEWALK PLATES, AND HARDWARE SHALL BE PAID AT THE UNIT PRICE FOR STSP "EXPANSION DEVICE MODULAR", LF.

FABRICATOR SHALL PROVIDE MEANS OF KEEPING GALVANIZED EXTRUSIONS AND SMOOTH DURING SHIPMENT AND PRIOR TO APPLYING LUBRICANT ADHESIVE FOR NEOPRENE GLAND INSTALLATION.

SANDBLAST PLATES, SUPPORTS AND EXTRUSIONS AFTER FABRICATION IN ACCORDANCE WITH SSPC SP. #6 "COMMERCIAL BLAST CLEANING". AFTER BLAST CLEANING, THE PLATES, SUPPORTS AND EXTRUSIONS SHALL BE HOT DIPPED GALVANIZED. SLIP-RESISTANT SURFACE IS APPLIED TO SIDEWALK COVER PLATES BY THE MANUFACTURER AND THEN HOT DIPPED GALVANIZED TO THEIR RECOMMENDATIONS TO MAINTAIN THE INTEGRITY OF THIS SURFACE.

ALL MATERIAL IN EXPANSION JOINT ASSEMBLY, INCLUDING ANCHOR STUDS AND HARDWARE SHALL BE PAID AT THE UNIT PRICE BID FOR "EXPANSION DEVICE", LF.

BLASTING, DECK SURFACE PREPARATIONS, AND TRANSITIONAL AREAS ARE INCLUDED IN THE BID ITEM "POLYMER OVERLAY".

ALL EXISTING STRUCTURAL STEEL 25- FEET FROM WEST ABUTMENT AND 12- FEET FROM THE EAST ABUTMENT, AND ALL EXISTING STRUCTURAL STEEL 25- FEET EAST OF THE END AND 12- FEET WEST OF THE HINGE SHALL BE PAINTED. THE COLOR OF EPOX SHALL BE 20059.

UTILIZE EXISTING BAR STEEL REINFORCING WHERE SHOWN AND EXTEND 24 BAR DIAMETERS INTO NEW WORK, UNLESS SPECIFIED OTHERWISE.

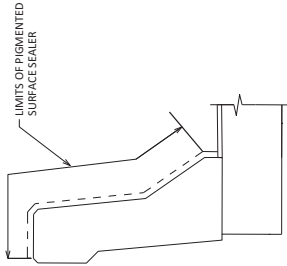
AFTER CLEANING THE EXISTING PARAPETS, APPLY PIGMENTED SURFACE SEALER TO THE TOP AND INSIDE FACES. BOTH SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.

EXISTING BEARINGS TO BE CLEANED AND PAINTED AT ABUTMENTS.

CLEAN AND PAINT KNEE BRACES AT OVERHEAD SIGN STRUCTURES.

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTALS
203.0270	REMOVING STRUCTURE OVER WATERWAY DEBRIS CAPTURE (B-55-126)	EACH	1
203.0335	DEBRIS CONTAINMENT OVER WATERWAY (B-55-126)	EACH	1
502.0100	CONCRETE MASONRY BRIDGES	CY	79
502.3111.5	EXPANSION DEVICE MODULAR	LF	240
502.3219	PIGMENTED SURFACE SEALER	SF	3,590
502.4105	ADHESIVE ANCHORS 5/8" INCH	EACH	964
502.4205	ADHESIVE ANCHORS NO. 5 BARS	EACH	142
505.0600	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	13,680
509.0301	PREPARATION DECKS TYPE 1	SF	405
509.0310.5	SAWING PAVEMENT DECK PREPARATION AREAS	LF	241
509.1000	JOINT REPAIR	SF	160
509.1500	CONCRETE SURFACE REPAIR	SF	200
509.2100.5	CONCRETE MASONRY DECK REPAIR	CY	23
509.3100.5	POLYMER OVERLAY	SF	18,000
509.3015.5	REMOVING POLYMER OVERLAY (B-55-126)	SF	18,000
509.3050.5	CLEANING PARAPETS	LF	71.25
513.7011	RAILING STEEL TYPE C2	LF	2,382
517.0901.5	PREPARATION AND COATING OF TOP FLANGES B-55-126	EACH	1
517.3001.5	STRUCTURE OVERCOATING AND PRIMING B-55-126	EACH	1
517.4001.5	CONTAINMENT AND COLLECTION OF WASTE MATERIALS B-55-126	EACH	1
517.6001.5	PORTABLE DECONTAMINATION FACILITY	EACH	1
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	2
628.7010	INLET PROTECTION TYPE B	EACH	10
652.0220	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/2- INCH	LF	54
652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2- INCH	LF	54
690.0250	SAWING CONCRETE	LF	160
SPV.0060	CLEANING AND PAINTING ABUTMENT BEARINGS B-55-126	EACH	14
	NON-BID ITEMS	SIZE	3/4", 3/2"
	FILLER		



PIGMENTED SURFACE SEALER DETAIL

* CONCRETE SURFACE REPAIR UNDISTRIBUTED FOR ABUTMENTS, WINGS, PARAPETS, AND PIER 7 CAP, OR AS DIRECTED BY THE ENGINEER.

** PREPARATION DECKS TYPE 1, PREPARATION DECKS TYPE 2, AND FULL-DEPTH CONCRETE REPAIRS SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER. DECK PREPARATION AND FULL-DEPTH DECK REPAIRS SHALL BE FILLED WITH "CONCRETE MASONRY DECK REPAIR".

04/04/2025



04/04/2025

Addendum No. 03
ID 1020-00-80
Revised Sheet 207
April 4, 2025

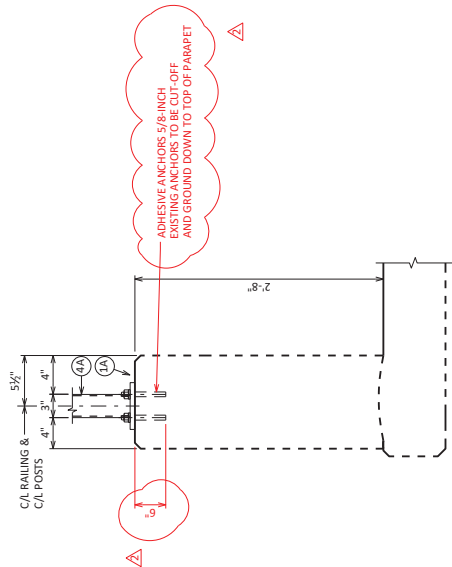
STATE PROJECT NUMBER

1020-00-80

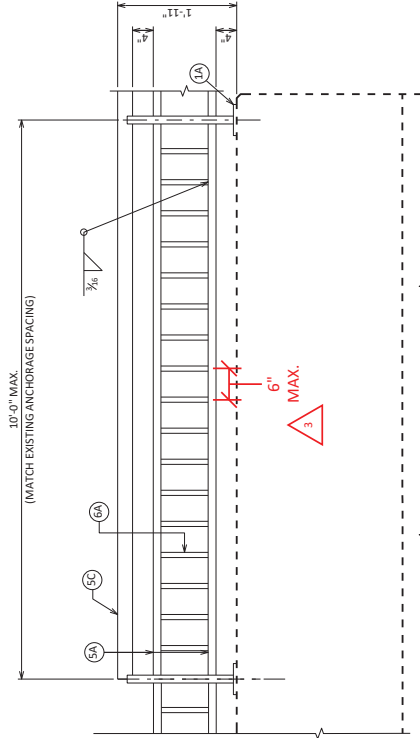
MN S.P. 8281-06

3	4/4/2025	ANCHOR QUANTITY	AYRES
4	3/31/2025	ADHESIVE ANCHORS	AYRES
5	3/26/2025	REVISED NOTE	AYRES
NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION			
STRUCTURE B-55-126 MN 82800			
DESIGNED BY	APPROVED BY	DRS	AEB
GENERAL NOTES & QUANTITIES			
SHEET 3 OF 15			
207			

STATE PROJECT NUMBER
1020-00-80
MN S.P. 8281-06



SECTION THRU PARAPET



ELEVATION OF RAILING

04/04/2025

Addendum No. 03
ID 1020-00-80
Revised Sheet 217
April 4, 2025



04/04/2025

3	4/4/2025	PICKET SPACING	AYRES
3	3/31/2025	ADHESIVE ANCHORS	AYRES
NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION			
STRUCTURE B-55-126 MN 82800		DESIGNED BY	AYRES
		CHECKED BY	AYRES
		APPROVED BY	AYRES
		COMBINATION	RAILINGS TYPE C2
		SHEET 13 OF 15	217



Proposal Schedule of Items

Page 1 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0220 Removing Structure (structure) 01. R-55-21	1.000 EACH	_____.	_____.
0004	203.0270 Removing Structure Over Waterway Debris Capture (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0006	203.0270 Removing Structure Over Waterway Debris Capture (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0008	203.0335 Debris Containment Over Waterway (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0010	203.0335 Debris Containment Over Waterway (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0012	204.0100 Removing Concrete Pavement	440.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	8,028.000 SY	_____.	_____.
0016	204.0150 Removing Curb & Gutter	173.000 LF	_____.	_____.
0018	204.0165 Removing Guardrail	317.000 LF	_____.	_____.
0020	204.0175 Removing Concrete Slope Paving	150.000 SY	_____.	_____.
0022	205.0100 Excavation Common	211.000 CY	_____.	_____.
0024	206.1001 Excavation for Structures Bridges (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0026	206.3001 Excavation for Structures Retaining Walls (structure) 01. R-55-29	1.000 EACH	_____.	_____.
0028	210.1500 Backfill Structure Type A	410.000 TON	_____.	_____.



Proposal Schedule of Items

Page 2 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	211.0400 Prepare Foundation for Asphaltic Shoulders	69.000 STA	_____.	_____.
0032	213.0100 Finishing Roadway (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0034	305.0110 Base Aggregate Dense 3/4-Inch	146.000 TON	_____.	_____.
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	1,181.000 TON	_____.	_____.
0038	305.0502.S Shaping Roadway	8.000 STA	_____.	_____.
0040	415.0120 Concrete Pavement 12-Inch	221.000 SY	_____.	_____.
0042	415.0410 Concrete Pavement Approach Slab	220.000 SY	_____.	_____.
0044	416.0610 Drilled Tie Bars	165.000 EACH	_____.	_____.
0046	416.0620 Drilled Dowel Bars	99.000 EACH	_____.	_____.
0048	455.0605 Tack Coat	703.000 GAL	_____.	_____.
0050	465.0105 Asphaltic Surface	2,353.000 TON	_____.	_____.
0054	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	5,365.000 LF	_____.	_____.
0056	502.0100 Concrete Masonry Bridges	244.000 CY	_____.	_____.
0058	502.3101 Expansion Device	125.000 LF	_____.	_____.
0060	502.3111.S Expansion Device Modular	428.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	502.3210 Pigmented Surface Sealer	5,985.000 SY	_____.	_____.
0064	502.4205 Adhesive Anchors No. 5 Bar	395.000 EACH	_____.	_____.
0066	505.0600 Bar Steel Reinforcement HS Coated Structures	32,360.000 LB	_____.	_____.
0068	509.0301 Preparation Decks Type 1	520.000 SY	_____.	_____.
0070	509.0310.S Sawing Pavement Deck Preparation Areas	371.000 LF	_____.	_____.
0072	509.1000 Joint Repair	341.000 SY	_____.	_____.
0074	509.1500 Concrete Surface Repair	560.000 SF	_____.	_____.
0076	509.2100.S Concrete Masonry Deck Repair	30.000 CY	_____.	_____.
0078	509.5100.S Polymer Overlay	33,835.000 SY	_____.	_____.
0080	509.9015.S Removing Polymer Overlay (structure) 01. B-55-61	15,835.000 SY	_____.	_____.
0082	509.9015.S Removing Polymer Overlay (structure) 02. B-55-126	18,000.000 SY	_____.	_____.
0084	509.9050.S Cleaning Parapets	11,875.000 LF	_____.	_____.
0086	511.1200 Temporary Shoring (structure) 01. B-55-61	815.000 SF	_____.	_____.
0088	511.1200 Temporary Shoring (structure) 02. R-55-29	3,860.000 SF	_____.	_____.



Proposal Schedule of Items

Page 4 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	513.7011 Railing Steel Type C2	2,382.000 LF	_____.	_____.
0092	516.0500 Rubberized Membrane Waterproofing	18.000 SY	_____.	_____.
0094	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0096	517.0901.S Preparation and Coating of Top Flanges (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0098	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0100	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0102	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-55-61	1.000 EACH	_____.	_____.
0104	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-55-126	1.000 EACH	_____.	_____.
0106	517.6001.S Portable Decontamination Facility	2.000 EACH	_____.	_____.
0108	601.0454 Concrete Curb & Gutter Integral 30-Inch Type J	7.000 LF	_____.	_____.
0110	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	176.000 LF	_____.	_____.
0112	603.8000 Concrete Barrier Temporary Precast Delivered	20,911.000 LF	_____.	_____.
0114	603.8125 Concrete Barrier Temporary Precast Installed	26,645.000 LF	_____.	_____.



Proposal Schedule of Items

Page 5 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0116	604.0400 Slope Paving Concrete	230.000 SY	_____.	_____.
0118	611.8115 Adjusting Inlet Covers	3.000 EACH	_____.	_____.
0120	612.0206 Pipe Underdrain Unperforated 6-Inch	180.000 LF	_____.	_____.
0122	612.0406 Pipe Underdrain Wrapped 6-Inch	700.000 LF	_____.	_____.
0124	614.0150 Anchor Assemblies for Steel Plate Beam Guard 01. B-55-61	2.000 EACH	_____.	_____.
0126	614.0150 Anchor Assemblies for Steel Plate Beam Guard 02. B-55-0126	2.000 EACH	_____.	_____.
0128	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
0130	614.2300 MGS Guardrail 3	225.000 LF	_____.	_____.
0132	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0134	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0136	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH	_____.	_____.
0138	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0140	619.1000 Mobilization	1.000 EACH	_____.	_____.
0142	625.0100 Topsoil	1,615.000 SY	_____.	_____.
0144	628.1504 Silt Fence	1,975.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 11

Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	628.1520 Silt Fence Maintenance	1,975.000 LF	_____.	_____.
0148	628.1905 Mobilizations Erosion Control	1.000 EACH	_____.	_____.
0150	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0152	628.2008 Erosion Mat Urban Class I Type B	400.000 SY	_____.	_____.
0154	628.7010 Inlet Protection Type B	40.000 EACH	_____.	_____.
0156	628.7570 Rock Bags	260.000 EACH	_____.	_____.
0158	629.0205 Fertilizer Type A	1.200 CWT	_____.	_____.
0160	630.0120 Seeding Mixture No. 20	72.000 LB	_____.	_____.
0162	630.0200 Seeding Temporary	23.000 LB	_____.	_____.
0164	630.0500 Seed Water	38.000 MGAL	_____.	_____.
0166	633.1100 Delineators Temporary	20.000 EACH	_____.	_____.
0168	638.2102 Moving Signs Type II	1.000 EACH	_____.	_____.
0170	638.4000 Moving Small Sign Supports	1.000 EACH	_____.	_____.
0172	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0174	643.0300 Traffic Control Drums	45,175.000 DAY	_____.	_____.
0176	643.0420 Traffic Control Barricades Type III	1,150.000 DAY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	643.0500 Traffic Control Flexible Tubular Marker Posts	440.000 EACH	_____.	_____.
0180	643.0600 Traffic Control Flexible Tubular Marker Bases	440.000 EACH	_____.	_____.
0182	643.0650.S Traffic Channelizing Curb System	825.000 LF	_____.	_____.
0184	643.0705 Traffic Control Warning Lights Type A	1,695.000 DAY	_____.	_____.
0186	643.0715 Traffic Control Warning Lights Type C	5,640.000 DAY	_____.	_____.
0188	643.0800 Traffic Control Arrow Boards	204.000 DAY	_____.	_____.
0190	643.0900 Traffic Control Signs	21,490.000 DAY	_____.	_____.
0192	643.0910 Traffic Control Covering Signs Type I	6.000 EACH	_____.	_____.
0194	643.0920 Traffic Control Covering Signs Type II	7.000 EACH	_____.	_____.
0196	643.1000 Traffic Control Signs Fixed Message	357.000 SF	_____.	_____.
0198	643.1050 Traffic Control Signs PCMS	400.000 DAY	_____.	_____.
0200	643.1205.S Basic Traffic Queue Warning System	400.000 DAY	_____.	_____.
0202	643.3150 Temporary Marking Line Removable Tape 4-Inch	1,181.000 LF	_____.	_____.
0204	643.3165 Temporary Marking Line Paint 6-Inch	70,758.000 LF	_____.	_____.
0206	643.3180 Temporary Marking Line Removable Tape 6-Inch	40,151.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	643.3265 Temporary Marking Line Paint 10-Inch	6,108.000 LF	_____.	_____.
0210	643.3280 Temporary Marking Line Removable Tape 10-Inch	3,443.000 LF	_____.	_____.
0212	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0214	644.1810 Temporary Pedestrian Barricade	20.000 LF	_____.	_____.
0216	645.0111 Geotextile Type DF Schedule A	1,090.000 SY	_____.	_____.
0218	646.2020 Marking Line Epoxy 6-Inch	16,520.000 LF	_____.	_____.
0220	646.2025 Marking Line Grooved Black Epoxy 6-Inch	3,870.000 LF	_____.	_____.
0222	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	14,210.000 LF	_____.	_____.
0224	646.2041.S Marking Replace Line Wet Reflective Epoxy 6-inch	4,966.000 LF	_____.	_____.
0226	646.2050 Marking Line Grooved Permanent Tape 6-Inch	3,870.000 LF	_____.	_____.
0228	646.4020 Marking Line Epoxy 10-Inch	3,364.000 LF	_____.	_____.
0230	646.4025 Marking Line Grooved Black Epoxy 10-Inch	1,239.000 LF	_____.	_____.
0232	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	2,257.000 LF	_____.	_____.
0234	646.4050 Marking Line Grooved Permanent Tape 10-Inch	1,239.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	646.7220 Marking Chevron Epoxy 24-Inch	460.000 LF	_____.	_____.
0238	646.9010 Marking Removal Line Water Blasting 4-Inch	18,194.000 LF	_____.	_____.
0240	646.9012 Marking Removal Line Water Blasting 6-Inch	4,453.000 LF	_____.	_____.
0242	646.9110 Marking Removal Line Water Blasting 8-Inch	4,696.000 LF	_____.	_____.
0244	646.9112 Marking Removal Line Water Blasting 10-Inch	2,031.000 LF	_____.	_____.
0246	650.5000 Construction Staking Base	1,550.000 LF	_____.	_____.
0248	650.6501 Construction Staking Structure Layout (structure) 01. R-55-29	1.000 EACH	_____.	_____.
0250	650.7500 Construction Staking Concrete Barrier	1,789.000 LF	_____.	_____.
0252	650.9911 Construction Staking Supplemental Control (project) 01. 1020-00-80	1.000 EACH	_____.	_____.
0254	650.9920 Construction Staking Slope Stakes	850.000 LF	_____.	_____.
0256	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	26.000 LF	_____.	_____.
0258	652.0220 Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	80.000 LF	_____.	_____.
0260	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	80.000 LF	_____.	_____.
0262	690.0150 Sawing Asphalt	10,530.000 LF	_____.	_____.



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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0264	690.0250 Sawing Concrete	521.000 LF	_____.	_____.
0266	715.0502 Incentive Strength Concrete Structures	1,464.000 DOL	1.00000	1,464.00
0268	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0270	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. STA 636+10WB	1.000 EACH	_____.	_____.
0272	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. STA 636+10EB	1.000 EACH	_____.	_____.
0274	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0276	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0278	SPV.0060 Special 01. Pedestrian Shuttle Service	1.000 EACH	_____.	_____.
0280	SPV.0060 Special 02. Lighting Repair	8.000 EACH	_____.	_____.
0282	SPV.0060 Special 03. Cleaning and Painting Bearings B-55-61	12.000 EACH	_____.	_____.
0284	SPV.0060 Special 04. Cleaning and Painting Bearings B-55-126	14.000 EACH	_____.	_____.
0286	SPV.0060 Special 05. Removing and Resetting Railing R-55-29	1.000 EACH	_____.	_____.
0288	SPV.0090 Special 01. Glare Screens Temporary	12,700.000 LF	_____.	_____.
0290	SPV.0090 Special 02. Remove, Store, and Reinstall DOT Owned Concrete Barrier Precast	1,789.000 LF	_____.	_____.



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Proposal ID: 20250408020 Project(s): 1020-00-80

Federal ID(s): WISC 2025121

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0292	SPV.0090 Special 03. Fill and Restore Existing Concrete Rumble Strips	7,556.000 LF	_____.	_____.
0294	SPV.0090 Special 04. Marking Line Grooved Wet Reflective Contrast Tape 10-Inch	2,031.000 LF	_____.	_____.
0296	SPV.0090 Special 05. Marking Replace Line Contrast Permanent Tape 4-Inch	1,180.000 LF	_____.	_____.
0298	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth R-55-29	3,450.000 SF	_____.	_____.
0300	502.4105 Adhesive Anchors 5/8-inch	964.000 EACH	_____.	_____.
0302	SPV.0165 Special 02. Wall Modular Block Gravity R-55-29	835.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

